2435

SUPREME COURT OF THE UNITED STATES.

No. 138.

JOSIAS PENNINGTON, PLAINTIFF IN ERROR,

vs.

LYMAN GIBSON.

IN ERROR TO THE CIRCUIT COURT, UNITED STATES, FOR THE DISTRICT OF MARYLAND.

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Gideon Print.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

At a circuit court of the United States, for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore, on the first Monday in November, in the year of our Lord one thousand eight hundred and fifty-one.

Present, the honorable R. B. Taney, chief justice of the Supreme Court of the United States; U. S. Heath, judge of Maryland district; Z. Collins Lee, esquire, attorney; Thomas H. Kent, (of Joseph,) esq., marshal; Thomas H. Spicer, clerk.

Among other were the following proceedings, to wit:

LYMAN GIBSON
vs.
JOSIAS PENNINGTON.

Be it remembered, that heretofore, to wit, on the thirtieth day of March, in the year of our Lord one thousand eight hundred and fifty, the said Lyman Gibson, by William F. Frick, his attorney, prosecuted and sued forth out of the circuit court here the writ of the United States of America, of capias ad respondendum, directed to the marshal of the Maryland district, in the words and of the tenor following, to wit:

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

To the marshal for Maryland district, greeting:

We command you that you take Josias Pennington, a citizen of the [SEAL.] State of Maryland, if he shall be found in your district, and that him so taken you safe keep, so that you have his body before the judges of the circuit court of the United States, for the fourth circuit, in and for the Maryland district, at the United States court-room, in the city of Baltimore, on the first Monday of April next, to answer unto Lyman Gibson, a citizen of the State of New York, in a plea that he render unto him the sum of six thousand one hundred and thirty-four dollars and eighty-six cents, which he owes to, and unjustly detains from, him, &c. Hereof fail not at your peril, and have you then and there this writ.

Witness the honorable R. B. Taney, chief justice of our Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and forty-nine.

W. F. F. Issued 30th March, 1850.

THOS. SPICER,
Clerk, circuit court.

At which said first Monday in April, in the year of our Lord one thousand eight hundred and fifty, being the return day of the aforegoing writ, comes into the circuit court here the said Lyman Gibson, by his attorney aforesaid, and the marshal of the Maryland district aforesaid, to wit, Thomas H. Kent, (of Joseph,) gentleman, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here thus endorsed, to wit:

"Cepi. Thos. H. Kent, (of Joseph,) U. S. marshal."

Rule nar.

And the said Josias Pennington being called, appeared in the circuit court here in his own proper person; and the said Josias Pennington, in his own proper person aforesaid, prays that the said Lyman Gibson may declare against him, the said Josias Pennington, in the plea aforesaid. And thereupon day is given by the court here, until the first Monday in November next, for the said Lyman Gibson to declare against him, the said Josias Pennington, in the plea aforesaid; and it is said to the said Lyman Gibson by the court here, that he on that day shall declare against the said Josias Pennington in the plea aforesaid, or judgment for default thereof shall be rendered; the same day is given to the said Josias Pennington there, &c.

Afterwards, to wit, on the first day of October, in the year of our Lord one thousand eight hundred and fifty, the said Lyman Gibson, by his attorney aforesaid, declared against the said Josias Pennington in the plea aforesaid, in form following, to wit:

Declaration.

Circuit court of the United States, for the fourth circuit, in and for the district of Maryland; Maryland district, to wit:

Josias Pennington, late of Baltimore county, in Maryland district, a citizen of the State of Maryland, was summoned to answer unto Lyman Gibson, a citizen of the State of New York, of a plea that he render unto him the sum of six thousand one hundred and thirty-four dollars and eighty-six cents, which to him he owes, and from him unjustly detains, &c.

And whereupon the said Lyman Gibson, plaintiff, by William W. Frick, his attorney, complains that, whereas, at a general term of the supreme court in equity, of the State of New York, one of the United States of America, held at the court-house in the village of Cooperstown, in the county of Otsego, in the State of New York, on the first Monday in November, in the year eighteen hundred and forty-eight; present, William H. Shankland, Hiram Gray, Charles Mason, and Eben B. Morehouse, justices, it was ordered, adjudged, and decreed by the said court, in a certain suit then therein depending, wherein the said Lyman Gibson was complainant, and the said Josias Pennington and a certain Charles F. Mayer, and John Glenn, were defendants,

that the said Lyman Gibson recover against the said Josias Pennington, and that the said Josias Pennington pay to the said Lyman Gibson, the amount of the consideration money paid by the said Lyman Gibson to a certain Samuel Boyer, as agent and attorney of the said Josias Pennington, as should appear by the several endorsements upon the contract mentioned and set forth in the bill of complaint, and produced and proved as an exhibit in the said suit, on the part of the complainant, with interest on the several payments and endorsements respectively, amounting in the aggregate, on the twenty-fifth day of November, in the year eighteen hundred and forty-eight, (to which day interest was computed,) to the sum of five thousand four hundred and seventy-three dollars and eighteen cents. And that the said Josias Pennington pay also the interest upon the said aggregate amount of five thousand four hundred and seventy-three dollars and eighteen cents, from said twenty-fifth day of November, until the principal sum of five thousand four hundred and seventy-three dollars and eighteen cents, and interest thereon, should be fully paid; and also that the said Josias Pennington pay to the said complainant, or his solicitor, the complainant's costs in said suit, to be taxed with interest thereon from the day of the taxation; and that the said complainant have execution therefor, in the usual form, according to law. And thereupon, to wit, on the said twenty-fifty day of November, in the year eighteen hundred and forty-eight, the complainant's costs aforesaid were taxed at the sum of six hundred and sixty-one dollars and sixty-eight cents, as by the said decree, duly signed and enrolled, at a special term of the supreme court in equity aforesaid, held at the court-house in the village of Bath, in the county of Steuben, in the State of New York, on the thirtieth day of April, in the year eighteen hundred and forty-nine, present, Thomas A. Johnson, justice, and now remaining in the office of the county clerk of Steuben county aforesaid, reference being thereto had, will appear.

And the said plaintiff in fact saith, that the said decree still remains in full force and effect, not in any wise reversed, annulled, set aside, or rendered void; and the said plaintiff hath not yet obtained execution thereupon for the sums of money thereby decreed to be due and payable as aforesaid, or for any part thereof, but that the said sums of money and every part thereof still remain and are wholly due, unpaid, and unsatisfied to him, the said plaintiff; whereby an action hath accrued to him, the said plaintiff, to demand and have of and from the said defendant the said sum of money above demanded, being the debt and costs and charges aforesaid, so in form aforesaid recovered, to wit, by the decree aforesaid, in the court aforesaid. Nevertheless, the said defendant, although often requested, hath not paid to the said plaintiff the said sum of money above demanded, or any part thereof, but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff to the value of three thousand dollars; and thereupon he brings suit, &c.

WM. F. FRICK,
Plaintiff's attorney.

At which said first Monday in November, in the year of our Lord one thousand eight hundred and fifty, comes again into the circuit court here, as well the said Lyman Gibson, by his attorney aforesaid, as the said Josias Pennington by William Schley, his attorney.

Rule plea.

And thereupon, on motion of the said Lyman Gibson, by his attorney aforesaid, it is ruled by the court here that the said Josias Pennington answer to declaration aforesaid of the said Lyman Gibson in the plea aforesaid, or judgment by the court here will be entered against him in default thereof; and the said Josias Pennington, by his attorney aforesaid, defends the force and injury when, and so forth, and prays leave of the court here to imparle until the first Monday in April next, and then to answer to the declaration aforesaid of the said Lyman Gibson in the plea aforesaid, and to him it is granted; the same day is given to the said Lyman Gibson also. At which said first Monday in April, in the year of our Lord one thousand eight hundred and fifty-one, to which said day the said Josias Pennington had leave to imparle, and then to answer to the declaration aforesaid of the said Lyman Gibson in the plea aforesaid, comes again into the circuit court here, as well the said Lyman Gibson, by his attorney aforesaid, as the said Josias Pennington, by his attorney aforesaid.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by order of the court here thereon, is further continued until the first Monday in November next.

At which said first Monday in November, in the year of our Lord one thousand eight hundred and fifty-one, comes again into the circuit court here, as well the said Lyman Gibson, by his attorney aforesaid, as the said Josias Pennington, by his attorney aforesaid.

Demurrer to the declaration.

And the said defendant, by William Schley, his attorney, comes and defends the wrong and injury, when, &c., and says, that the said declaration and the matters therein contained, in manner and form as the same are above stated and set forth, are not sufficient in law for the plaintiff to have or maintain his aforesaid action thereof against the said defendant, and that he, the said defendant, is not bound by law to answer the same; and this he, the defendant, is ready to verify. Wherefore, by reason of the insufficiency of the said declaration in this behalf, the said defendant prays judgment, and that the said plaintiff may be barred from having or maintaining his aforesaid action thereof against him, &c. And the said defendant, according to the form of the statute in such case made and provided, and in conformity with the exigency of the sixty-sixth rule of this honorable court, states and shows to the court here the following causes of demurrer to the said declaration, that is to say:

1. For that it appears from the said declaration, that the cause of

action in this case is an alleged decree of an alleged court of equity, as set forth in the said declaration; whereas an action at law cannot be maintained in this court on such a decree, at least without averment in pleading that said decree, within the limits of its territorial jurisdiction, is of equal efficacy with a judgment at law.

2. For even if an action at law can be maintained for the recovery of the sums of money directed by such alleged decree to be paid, as stated in said declaration, yet that the form of action adopted in this case is not the proper form of action for the enforcement of such recovery.

3. For that it does not appear, in and by the said declaration, nor is it therein averred in any manner, that the said alleged court of equity had any jurisdiction to pass a decree against this defendant for payment to the plaintiff of any of the sums of money in the said declaration mentioned.

WM. SCHLEY, *Att'y for def't.*

Joinder.

And the said Lyman Gibson says, that the declaration aforesaid, and the matters therein contained, are sufficient in law for the said Lyman Gibson to maintain his aforesaid action thereof against the said Josias Pennington, which said declaration, and the matters therein contained, the said Lyman Gibson is ready to verify and prove as the court shall award; and because the said Josias Pennington hath not answered the said declaration, nor in any wise denied the same, the said Lyman Gibson prays judgment, and his debt aforesaid, together with his damages, by reason of the detention of that debt, to be adjudged to him, &c.

And hereupon the premises being seen by the court here, and fully understood, it appears to the court here, that the said declaration of the said Lyman Gibson, and the matters therein contained, are good and sufficient in law for the said Lyman Gibson to have and maintain his said action thereof against the said Josias Pennington, as the said Lyman Gibson hath above alleged.

Judgment.

Therefore it is considered by the court here that the said Lyman Gibson recover against the said Josias Pennington the sum of six thousand one hundred and thirty-four dollars and eighty-six cents, the debt aforesaid, as also the sum of three thousand dollars by the court here unto the said Lyman Gibson on his assent adjudged, for his damages which he hath sustained, as well by reason of the detention of the said debt, as for his costs and charges by him about his suit in this behalf laid out and expended; and the said Josias Pennington in mercy, &c.

Memorandum.

Judgment rendered in this cause on the fourteenth day of November, one thousand eight hundred and fifty-one, for the debt and damages in

the nar. and costs; the said damages to be released on payment of the debt with interest thereon from the 25th day of November, 1848, till paid, and costs of suit.

And now here at this day, to wit, on the fourteenth day of April, in the year of our Lord one thousand eight hundred and fifty-two, the said Josias Pennington produced to the circuit court here the writ of the said United States of America for the correcting of errors of and upon the premises, commanding the record and proceedings aforesaid of the judgment aforesaid, so as aforesaid rendered, with all things concerning the same, to be transmitted to the Supreme Court of the United States, to be held at the city of Washington on the first Monday in December next, which said writ of error is in the words and of the tenor following, to wit:

THE UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the judges of the circuit court of the United States, for the fourth circuit, in and for the Maryland district, greeting:

Because, in the record and proceedings, as also in the rendition of judgment of a plea which is in the said court, before you [SEAL.] or some of you, between Lyman Gibson, plaintiff, and Josias Pennington, defendant, a manifest error hath happened, to the great damage of the said Josias Pennington, as by his complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday in December next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and custom of the United States should be done.

Witness the honorable R. B. Taney, chief justice of our Supreme Court, the first Monday in December, in the year of our Lord one thousand eight hundred and fifty-one.

THOS. SPICER,
Clerk, circuit court.

Issued 14th April, 1852.

In pursuance whereof, and according to the form and effect of the act of Congress in such case made and provided, a transcript of the record and proceedings of the judgment aforesaid, so as aforesaid rendered, with all things concerning the same, together with the said writ of error, are hereby transmitted to the said Supreme Court accordingly.

Writ of error bond.

Know all men by these presents, that we, Josias Pennington, Charles

J. Pennington, and W. C. Pennington, of the city of Baltimore, and State of Maryland, are held and firmly bound unto Lyman Gibson, of the State of New York, in the just and full sum of twelve thousand dollars, lawful money of the United States, to be paid to the said Lyman Gibson, his heirs, executors, administrators or assigns; to which payment, well and truly to be made and done, we hereby bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this sixteenth day of June, in the year of our Lord one thousand eight hundred and fifty-two.

Whereas, at a circuit court of the United States, for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore on the first Monday in November, in the year of our Lord one thousand eight hundred and fifty-one, the said Lyman Gibson, by the judgment of the same court, recovered against the said Josias Pennington as well the sum of six thousand one hundred and thirty-four dollars and eighty-six cents debt, as also the sum of three thousand dollars for his damages which he had sustained by reason of the detention of the said debt, as for his costs and charges by him about his suit in that behalf laid out and expended.

And whereas the said Josias Pennington hath sued out the writ of the United States of America for the correcting of errors, and a citation directed to the said Lyman Gibson, citing and admonishing him to be and appear at a Supreme Court of the United States, to be held at the city of Washington on the first Monday in December next, to show cause, if any there be, why the judgment aforesaid, so as aforesaid rendered, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Now, the condition of the aforegoing obligation is such, that if the said Josias Pennington shall well and truly prosecute with effect his said writ of error, and pay to the said Lyman Gibson, his heirs, executors, administrators or assigns, the debt, damages, costs, and charges aforesaid adjudged unto the said Lyman Gibson by the said circuit court, and also all such damages, costs, and charges which may be awarded to him by the said Supreme Court, in case he shall fail to make good his said plea, then the above obligation to be void and of none effect, otherwise to be and remain in full force and virtue.

J. PENNINGTON, [SEAL.]
CHAS. J. PENNINGTON, [SEAL.]
W. C. PENNINGTON. [SEAL.]

Signed sealed and delivered in presence of—
W. F. FRICK.

I am satisfied with the security in this bond.
W. F. FRICK, *Attorney*.

Approved. R. B. TANEY.

The United States of America, to Lyman Gibson, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be held at the city of Washington on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, for the fourth circuit, in and for the Maryland district, wherein Josias Pennington is plaintiff in error, and you are defendant in error, to show cause if any there be, why the judgment rendered against the said Josias Pennington in the said writ of error mentioned should not be corrected, and why speedy justice should not be done to the parties in this behalf. Witness my hand and seal at the city of Baltimore, in the district aforesaid, this twenty-second day of June, in the year of our Lord one thousand eight hundred and fifty-two.

R. B. TANEY, [SEAL.]
Chief justice of the Supreme Court of the U. S.

I acknowledge notice of the above citation.

W. F. FRICK,
Attorney for plaintiff.

In testimony that the aforegoing is a true copy taken from the record and proceedings of the circuit court aforesaid, I hereunto subscribe my name and affix the seal of the said circuit court, [SEAL.] this twenty-third day of June, in the year of our Lord one thousand eight hundred and fifty-two.

THO. SPICER,
Clerk, circuit court.

2435.

SUPREME COURT OF THE UNITED STATES.

No. 71.

EDWARD P. FOURNIQUET AND WIFE, AND MARTIN W. EWING AND WIFE, APPELLANTS,

vs.

JOHN PERKINS.

APPEAL FROM THE CIRCUIT COURT, U. S., FOR THE EASTERN DISTRICT OF LOUISIANA.

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Mandate—Supreme Court, United States.

Filed 10th June, 1848.

The President of the United States of America, to the honorable the Judges of the circuit court of the United States for the district of Louisiana, greeting:

Whereas lately, in the circuit court of the United States for the district of Louisiana, before you or some of you, in a cause between Edward P. Fourniquet and Harriet Jane Fourniquet, his wife, Martin W. Ewing and Ann S. Ewing, his wife, complainants, and John Perkins, defendant, in chancery, the decree of the said circuit court was in the following words, viz.:

'This cause came on to be heard before the court, and was argued by counsel; and thereupon it is ordered, adjudged, and decreed, that the complainants, Harriet J. Fourniquet and Nancy S. Ewing, as heirs of their deceased mother, Mrs. Mary Perkins, and representing a two-thirds interest of Benjamin S. Bynum, a deceased co-heir, have right to recover in the suit two-sevenths and two-thirds of a seventh, of all their deceased mother's rights of community which accrued during her marriage with the defendant, John Perkins, commencing with the marriage on the 12th of August, 1818, and terminating with its dissolution by her death on the 12th of August, 1834, the acquests and gains to be computed as they remained at the dissolution of the marriage after payment of all community debts. That it be referred to the master in chancery of this court to take, state, and report an account between the complainants and defendant of all such acquests and gains, on the following principles:

1st. To ascertain and report all the lands which were acquired in the State during the coverture, by purchase of either a legal or possessory title, and the possession of which remaining with the defendant at the dissolution of the community still continues in his possession.

2d. All the lands so acquired the master shall cause to be divided in kind, with due regard to quantity, quality, and value caused by improvements or otherwise, setting off to the complainants two-sevenths and two-thirds of a seventh of the one-half of such community lands by metes and bounds, and showing by a map or diagram the quantity and boundaries of the lands so set off.

3d. That in his account the master will allow to said defendant all community debts which he, defendant, may prove were owing by the community at the time of its dissolution, and which the defendant has paid since that time, and so state his account of community as of what remains after all community debts have been paid.

4th. The master will allow to the defendant in account all sums of

money which he, defendant, may prove he has paid since the dissolution of the partnership, for the purchase of outstanding titles or adverse claims or incumbrances against the lands and possessory interests purchased during the community, and held by him at the dissolution thereof.

5th. The master will allow to defendant in account all sums of money derived from the community or his own resources which he, defendant, may prove he has paid or expended since the dissolution of the community, for the benefit of the complainants, children of his wife, Mrs. Mary Perkins, by her former marriage.

6th. In taking an account the master will charge the complainants and defendant with all debts which either spouse owed at the time of the marriage, and which it may be proved were discharged from the community during the marriage.

7th. He will also allow, as a credit to each party, all the cash which each had on hand, and which may be proven to have been brought in the community at the date of the marriage, or which was actually paid into the community after the marriage, from debts or other resources, as due to either spouse in his or her separate right.

8th. The master will charge the defendant in account with the actual cost and value of permanent improvements, either by clearing, fencing, or levying lands, or constructing buildings on the separate landed estate of the defendant in Louisiana, during the community, with interest at the rate of five per cent. from the date of the dissolution of the marriage until the coming in of the report.

9th. The master will take an account of the improvements made by the defendant since the dissolution of the marriage on the lands claimed to belong to the community, and state the value thereof.

10th. The master will charge the defendant in account with the nett value of the crop hanging by the roots at the time of the wife's death in August, 1824, and sold afterwards.

11th. The master will allow the defendant 5 per cent. interest on all moneys which he may have paid out from his own resources since the dissolution of the community, in buying outstanding titles and claims on the community lands, from the time of such payment until the coming in of the report.

12th. The master will charge the defendant with the rent of the community lands in Louisiana.

13th. That all the personal property in Louisiana necessary for the cultivation and improvement of the real estate which remained of the community at the time of its dissolution, and after all community debts were paid, the master will take an account, and state the value at the date of the dissolution of the community, and report the amount due therefor in money to the complainants, according to their rights as before stated.

14th. The master will report all the testimony taken by him in writing in making his account, and in all his duties conform to the rules of this court in such cases made and provided; and all other matters of

controversy between the parties are reserved till the coming in of the master's report—as by the inspection of the transcript of the record of the said circuit court, which was brought into the Supreme Court of the United States by virtue of an appeal, agreeably to the act of Congress in such case made and provided, fully and at large appears.

And whereas in the present term of December, in the year of our Lord one thousand eight hundred and forty-seven, the said cause came on to be heard before the said Supreme Court, on the said transcript of the record, and was argued by counsel; on consideration whereof, and it appearing to the court here that the decree of the said circuit court is an interlocutory and not a final decree: It is therefore now here ordered and decreed by this court, that this appeal be, and the same is, hereby dismissed for the want of jurisdiction. Mar. 6th.

You therefore are hereby commanded, that such further proceedings be had in said cause as, according to right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and forty-seven.

WM. THOS. CARROLL,
Clerk of the Supreme Court of the United States.

Endorsed as follows—

"No. 167, December term, 1847."
"Mandate, Supreme Court, United States."
"Perkins vs. Fourniquet et al."
"Filed 10th June, 1848."
"Ed. Randolph, clerk."
"By J. Q. A. Hoit, dep. clerk."

Agreement.

FOURNIQUET et Ux. and Ewing et Ux., vs. JOHN PERKINS. } In chancery.

Circuit court of the United States, for the eastern district of Louisiana.

It is agreed by the parties, plaintiffs and defendant, that the suit now pending in the circuit court of the United States, for the eastern district of Louisiana, shall remain for further process and final adjudication in said court in the same way, and to the same extent, as if the act of Congress of 3d of March, 1849, entitled "an act for the better organization of the district court of the United States within the State of Louisiana," had never been passed.

And it is further agreed, that the proceedings in this case before the commissioner shall be continued till the first day of November next;

and if for any cause the commissioner's report shall not be concluded before the first of June, 1850, that in such event there shall be a further continuance on said proceedings till the 1st November, 1850, and the like continuance each year so long as said case shall remain before the commissioner. Provided each party shall be permitted during said recess, now first ensuing, to take testimony without commission before any judicial officer authorized to administer an oath, on giving reasonable notice to the opposite party, with a copy of the interrogatories, in order to prepare the case for account before the commissioner. It is also agreed that this agreement shall be entered of record in the proceedings of this case. June 8th, 1849.

JOHN HENDERSON,
Sol. for complainants.

Signed now by me as of the date above, 6th March, 1850.

A. N. OGDEN,
Sol. for defendant.

Endorsed—Filed 7th March, 1850.

J. W. GURLEY, *Clerk.*

Extract from the minutes. Order appointing William M. Randolph, esq., master in chancery.

NEW ORLEANS, *Monday*, 18*th March*, 1850.

Court met pursuant to adjournment. Present, hon. Theo. H. McCaleb, district judge. Absent, hon. John McKinley, presiding judge.

E. P. FOURNIQUET et UX. et als.
vs.
JOHN PERKINS. } 1268.

On motion of Logan Hunton, esq., it is ordered that William M. Randolph, esq., be, and he is hereby, appointed master in chancery, pro hac vice, in this case; that he be invested with as full powers as the said Hunton herein, and in all respects be governed by the mandate referring this case to the master in chancery; and it is ordered that the said Hunton and Randolph do make a joint report of their actings and doings herein, and that either or both of them may make the partition and survey directed by said mandate.

And on the 16th day of June, A. D. 1851, the following entry was made in the chancery order docket:

FOURNIQUET and Wife and Ewing and Wife
vs.
JOHN PERKINS. } 1268.

Monday, 16th June, 1851.

Logan Hunton and Wm. M. Randolph, masters in chancery, to whom this cause was referred, this day filed their report.

[For masters' report, see next and succeeding pages.]

Report of the masters in chancery, filed 16*th June*, 1851.

FOURNIQUET & Wife and EWING & WIFE
vs.
JOHN PERKINS.

Circuit court of the United States, eastern district of Louisiana.

To the honorable the judges of the circuit court of the United States, for the circuit and district of Louisiana.

In virtue and in pursuance of a decretal order of this court, made in the above entitled cause on the 12th day of April, A. D. 1847, wherein the master in chancery, to whom the said cause was referred, is directed to make, state, and report an account of the acquests and gains of the community existing between the defendant, John Perkins, and his wife, Mrs. Mary Bynum, from the 12th August, 1818, to the 12th August, 1824, upon the principles and according to the instructions therein contained, the undersigned, the said masters, do make and submit the following report:

By the 1st clause of instructions in said decretal order, the master was directed to ascertain and report all the lands which were acquired in this State during the coverture by purchase of either a legal or possessory title, and the possession of which, remaining with the defendant at the dissolution of the community, still continues in his possession.

The defendant married Mrs. Mary Bynum on the 12th day of August, 1818; the coverture was dissolved by the death of the wife on the 12th day of August, 1824; the inquiry of the master is therefore to be directed to such lands as were acquired by defendant between those dates.

I. It is contended by complainants that the lands purchased from Chauncey Pettibone, curator of the estate of Alexander McCormick, are within the principles of the decree community lands, and subject to division. It is said that the purchase was made during the marriage; that defendant claimed them under cover of the boundary of his own, the Bullock tract, and that when sued in 1825 by Loring, he denied the plaintiff's title, and reconvened for improvements he had made on it.

The parcel of land commonly called in the pleadings and testimony the "McCormick tract" was purchased by the defendant from Chauncey Pettibone on the 10th December, 1818; Pettibone represented himself to be the curator of Alexander McCormick, and as curator sold the land. But in fact McCormick was not dead, nor did he die until 1832.

In 1820 McCormick, alleging that Jonathan Thompson had improperly opened his succession, employed one Edward Turner to annul the administration letters which had issued. Defendant thereupon, for the same price which he had given for the property, sold it to Jonathan Thompson on the 11th of May, 1821, thus divesting himself of all right to the property. In 1827 Israel Loring sold the same land, and also a right to the back concession, to the defendant for the sum of $8000. This last purchase from Loring is deemed by the master as

the origin of defendant's title to said land. Whatever possessory or legal title he had acquired from Pettibone having been conveyed to Thompson by the sale in 1821, made during the coverture. The testimony in the case shows that the price paid by defendant for the land in 1827 was more than its value, and the purchase cannot therefore be viewed as a compromise of the law-suit then pending, nor as intended to silence an adverse claimant. As to the defence set up in answer to the suit of Loring under the circumstances, it can raise no presumption that the defendant claimed the McCormick tract; for an inspection of the petition, and an examination of the diagram herewith filed, satisfies us that Loring was suing for but a small portion of the McCormick tract, and more than three-fourths of the Bullock tract; and as it was on that part of the Bullock tract which fell within the description of the property as set forth in the petition of Loring, the defendant's improvements had been established, his claim for their value should be construed with reference to that fact, and not as an admission either that his improvements were upon the McCormick tract, or that he claimed that property.

II. The back concession to the Bullock tract, numbered "46" on the plan filed, is within the rule established by the present Supreme court of the State of Louisiana, in the case "Barbet vs.
and under the authority of that case we do not think it subject to division.

III. The land designated on the plan filed by the numbers "30, 36, and 37," and known as the Joseph Turo, the Antonio Carrol, and the Richard Warner tracts, were purchased by the defendant from Gamaliel Pease and wife on the 1st March, 1820. These tracts are at the present time, and were at the dissolution of the community, in the possession of the defendant, and therefore under the directions of the court subject to division.

IV. The lot designated on the map as No. 5, and known as the Ezekiel Lowe tract, was purchased by defendant from William Collins on the 26th of March, 1820, was in his possession at the dissolution of the community, and so continues at the present time, and is subject to division.

V. The complainants insist that there are other lands which, according to the principles of the decree, are subject to division; whether they should, under the mandate of the court, be divided, is a question of difficulty. We have thought it best to execute a partition, and submit the question to the court, particularly as this partition has been so made as not to interfere with other lands, as to the propriety of dividing which no doubt is entertained.

On the 26th September, 1820, James Watson, curator of Charles Patterson, sold to the defendant "all the right, title, interest, claim, and demand, in and to a certain plantation and improvements made on a piece of land adjoining lands of John Perkins on the one side, and lands of Joshua G. Clarke and Israel Loring on the other, which he, the said Charles Patterson, deceased, had in his lifetime, being the re-

2445.

sidence of him, the said deceased, on which the buildings, fields, and improvements are situated, with the crop thereon; being also the same piece of land and improvements and plantation originally commenced, owned or claimed, by a certain John W. Brady, and by him conveyed to Isaac House, and by the said House in his lifetime. Also at the same time and place aforesaid, thirty acres of land, adjoining and belonging to the said plantation, and purchased of Joshua G. Clarke and Israel Loring, the pieces, parcels, or tracts of land containing, by estimation, acres, more or less, situated, lying, and being on Palmyra bayou or lake Vidal, about five or six miles from the river Mississippi, immediately in the rear and adjoining the Somerset plantation at the Mounts, and seventy miles from the town of Vidalia.

On the 30th September, 1818, one Isaac House sold to the defendant his entire possession and improvements, situate on Palmyra bayou or lake Vidal, commonly called the Mounts, beginning at a bayou situated between the said premises and the corn-field of Mr. Charles Patterson.

It will at once be perceived that the description in the deeds from Watson, curator to Perkins, and from House to Perkins, of the land intended to be conveyed, is vague and uncertain. I have therefore sought from other testimony to establish a boundary for which I have looked in vain to the deeds. What land did Patterson, curator, convey to Perkins? It was bounded on one side by the lands of John Perkins, and on the other by the lands of Loring and Clarke; but upon examination of the survey it will be seen that the lands of Perkins ran parallel to the Patterson tract for a short distance only, whilst the Loring and Clarke tract, or as it appears on the map the Thomas Ossary lands, touched that tract at a point on the bayou, and then receded at an angle of more than fifty degrees. This gives the northern boundary at the point designated on the map as letter H, and the southern boundary at the points K O. The boundary rests upon the bayou at the letters X and O, and the size of the bayou Vidal would seem to indicate it as the natural and intermediate boundary between these two points. This gives the eastern boundary to the lands sold by Patterson's curator to the defendant.

No proof, oral or written, has been furnished to establish the western boundary; but taking the usual extent of the surveys of that period, and the circumstance that the survey of these very lands *were* made in accordance with the previous practice, I have fixed the back or western boundary forty arpens deep, running west from the bayou. I do not consider that the western boundary of the lands sold by Patterson's curator to the defendant should be limited by a line running back in a straight direction from the bayou, at the point of intersection between the Patterson and the Loring and Clarke lands, for reasons which I shall now state.

Patterson derived his title from one Isaac House under a deed dated 20th October, 1818, and from one John Budd under deed dated 10th

October, 1818. This latter deed conveyed to Patterson "his settlement and pre-emption lying on bayou Vidal, it being the same tract of land whereon Isaac House and himself commenced building a saw-mill." It is impossible to fix upon the bayou and mill seat, the first as a boundary, and the last as within the pre-emption of Budd, without giving the Mill bayou as a boundary; unless, indeed, we conclude that the pre-emption of Budd crossed the lands claimed by other parties, and laid down on the map as the Thomas Ussery lands. The Budd pre-emption must have touched the bayou south of the Thomas Ussery line. *The Budd pre-emption must have touched the bayou south of the Thomas Ussery line,* and if so, under the boundary fixed in the deed from Patterson's curator to the defendant, the lands derived from Budd must have been included in the sale.

The western boundary of Budd's pre-emption claim it is difficult to determine; it may have extended west of the mill seat, but it is not necessary to inquire if such was the case, as the boundary of the lands now owned by defendant near that point is the western line of sec. 14, near to but still east of the mill seat. It is considered, therefore, that the lands sold by Patterson's curator to the defendant, and now belonging to him, are comprehended within lines laid down on the map, beginning on bayou Vidal at letter O, running west to U, north to R, east to T, north to W, following the bayou to V, south to W, east to X; thence following bayou Vidal to O. The mill seat has never been in the possession of the defendant nor owned by him, and there is no evidence to show that any possessory or legal title to lands R, T. W, was acquired by defendant during the community. The lands bounded on the diagram by the lines X, W, V, the Mill bayou, and bayou Vidal, do not now belong to the defendant.

The sale from Patterson's curator to Perkins did not invest him with unqualified ownership. He purchased a possessory title, which he afterwards completed in the following manner: No. 10, defendant completed his title to this by proving up a pre-emption. No. 9, was entered by John Budd through John Perkins, and paid for by the money of the latter in 1831. No. 8, was purchased by defendant at land sales. No. 7, was purchased by defendant from Abner Steel, who entered it subsequently to the dissolution of the community, and then sold it to the defendant. No. 6, was entered by Ezra Steel subsequently to the dissolution of the community, and sold to defendant. No. 5. The title to this section, or to the Ezekiel Low tract, was consummated by the defendant's locating thereon a float purchased from William Collins on the 26th March, 1820; the location was not made until after the dissolution of the community. Fractional section No. 4 was entered by defendant, and is now owned by him. We have thought proper to divide these lands, except the lots No. 6 and No. 7, and submit to the court whether, under its mandate, these two lots were subject to division. The defendant lost all right to these excepted lots in consequence of the entries of them by Ezra and Abner Steel. It is true those lots now belong to him, but he purchased them after the dissolution of the

marriage, and it is thought that all the community interest was terminated absolutely by the entries.

Recapitulation.

Under the first article of instructions of the mandate of the court the master reports the lands designated on the accompanying diagram as the "Turo," the "Warner," and the "Carroll" tracts; and the lands marked on said diagrams by lines between the letters O, N, R, T, W, V, U, X, except the two lots Nos. 6 and 7, as having been acquired in this State during the community by purchase of either a legal or possessory title, as having been in his possession at the dissolution of the marriage, and as now being in his possession.

Under the second article of instructions the master has caused to be divided the lands in this recapitulation mentioned in accordance with the instructions of the court, and exhibits the accompanying diagram, showing the manner in which the division was made.

Under the third head of reference the master reports the following debts against the community, as having been paid by the defendant subsequent to the 12th day of August, 1824, the date of the dissolution of the community. The evidence of the debts and of the payment thereof being found in the vouchers on file, and numbered as follows:

Voucher No. 1.	Paid R. L. Smith & Co.	-	$14 55
" 2.	" Montgomery and McNeill	-	156 29
" 3.	" William McDonald	-	100 00
" 6.	" N. Smith	-	27 00
" 7.	" S. and H. Postlewaite	-	19 13
" 12.	" A. Fisk	-	37 50
" 13.	" H. P. and J. P. Walworth	-	25 00
" 14.	" R. L. Throckmorton	-	2 37
" 15.	" F. Stanton & Co.	-	25 00
" 16.	" P. P. Schuyler	-	33 91
" 17.	" James J. Rowan	-	51 89
" 20.	" Thomas Nixon	-	48 34
" 22.	" John Hawkinson	-	22 50
" 23.	" P. M. Lapice	-	104 09
" 24.	" T. C. Coit	-	72 00
" 25.	" James Cuddy	-	75 75
" 26.	" Doctor Gusteen	-	129 00
" 27.	" Gresham, Moss & Co.	-	16 37
" 28.	" Shipp and Bernard	-	18 57
" 29.	" R. M. Bradley	-	2 50
" 30.	" J. Dunlap, ex'r.	-	30 00
" 31.	" Foster and Steel	-	21 08
	Forward	-	1032 84
" 32.	" John Henderson and Son	-	9 00
" 34.	" John N. Helm	-	24 25

Voucher No.	36.	Paid R. and D. Knox - - -	-	40 25
"	37.	" C. H. Kyle - - -	-	17 95
"	38.	" G. McClelland - -	-	36 68
"	39.	" John Munce - - -	-	15 91
"	41.	" Leahman and Beaumont -	-	35 03
"	42.	" William Crofford - -	-	100 00
"	44.	" A. and S. Fisk & Co. -	-	5,200 00
"	45.	" Jos. Dunbar, adm'r - -	-	930 23
"	46.	" Jas. Watson, curator - -	-	950 00
"	53.	" M. Terrell - - -	-	30 00
"	54.	" Sugars Turner - -	-	27 62
				$8,449 76

Several vouchers offered by defendant under this head, containing evidence of debts for overseers' wages and plantation supplies, have been rejected, because, under the 10th head of this report, defendant has been allowed $9,183 58, half the value of the crop of 1824, which sum, it is supposed, will cover all the costs of bringing the crop of that year into market, and all the expenses incident thereto.

Fourth. The master is directed to allow defendant in account all sums of money which he, defendant, may prove he has paid since the dissolution of the partnership for the purchase of outstanding titles or adverse claims or encumbrances against the lands, or possessory interests purchased during the community, and held by him at the dissolution thereof.

Defendant claims to be entitled to a credit of $ paid by him to Dunbar, administrator of Gamaliel Pease, for lands which were purchased during the community, and which amount was paid after the dissolution. One such payment, made on the 1st May, 1825, of $930. 23, has already been allowed as a credit to defendant under the third head of this report, (see voucher No. 45.) No other payment on this account has been proved, and no other is allowed. There is no proof before the master of any other payments made by defendant for the purchase of outstanding titles or adverse claims or encumbrances against the lands or possessory interests purchased during the community.

Fifth. The master is directed to allow the defendant all sums of money derived from the community or his own resources, which he may prove he has paid or expended since the dissolution of the community for the benefit of complainants, children of his wife, Mrs. Mary Perkins, by her former marriage.

Defendant claims a credit for three-fourths of $7388 61, an amount which he alleges was found to be due him from the Bynum's heirs in the "Concordia suit." By reference to the record of the Concordia suit it will appear, that the verdict of the jury summoned in the case was "for defendant" generally. It is true that Perkins's account as exhibited showed a balance in his favor of $7388 61, but no judgment was rendered him for that sum or any part thereof. No proof has been

introduced before the master, showing such indebtedness on the part of the Bynum heirs, or that there was an advancement to said heirs of $7,388 61, and the masters do not consider themselves authorized therefore to allow the credit.

Defendant claims a credit, also, for one-half the value of Long Branch plantation, deeded by him on the 1st May, 1829, to young Benj. Bynum. The mandate directs that Perkins be credited by "all sums of money, &c., paid or expended for the benefit of complainants," &c.

Whether under this mandate defendant may well claim a credit for the value of lands or other property given by him to complainants may perhaps be doubted. But even if the decree contemplated an allowance for such gifts or advancements, still we think defendant has not shown himself entitled to a credit for the value of "Long Branch." The deed from Perkins to Benj. Bynum of this tract shows on its face, p. r. 73, that this was not a gift for love and affection merely. It may be that Bynum, in consideration of that deed, relinquished valuable claims against the donor. It may, we think, be fairly inferred that he did, for the defendant required a clause to be inserted in the deed to this effect that, if the said Bynum, from any misapprehension, or from any cause whatever, should be induced to prefer any claim against him, the said Perkins, for any matter or thing whatever, up to, or previous to, that time, the date of the deed, then that the deed to Bynum should be void.

These considerations, taken in connexion with the fact that the defendant, about the date of his deed to Benj. Bynum, obtained the interest of young Bynum in the Concordia plantation, which he subsequently sold to Davis for upwards of $3000; and the circumstances under which he obtained that interest, as detailed in defendant's answer, p. 49, p. r., induce the masters to regard the conveyance from Perkins to Bynum of "Long Branch" in a different light from that of a mere advancement, and the credit is not therefore allowed.

Defendant also claims, under this head, a credit for three-fourths the value of the property inherited by John and William Perkins from Mrs. Mary Perkins, their mother, and surrendered by them to the Bynum heirs. The value of the land surrendered by John and William Perkins was $1733 32.

A credit is allowed defendant for three-fourths of this sum, $1299 99.

The title to the negroes surrendered is not guaranteed by defendant Perkins. John and William Perkins are not considered bound by this surrender, and no credit is allowed defendant for their value.

Defendant claims a credit also for $10,000, the value of 333⅓ acres of land adjoining "Long Branch," and conveyed to complainants. The record of the suit in chancery of Singleton vs. Fourniquet et als. in Mississippi, to which Perkins was a party, shows that the title defendant had and conveyed to said land was invalid. This credit is therefore not allowed.

Defendant claims a credit also for $1100, the value of Abb and George, slaves, derived by his wife from her brother Henry Rives. It

appears that Rives's estate proved insolvent, and that those slaves were claimed by his creditors. Defendant in answer to interrogatories filed before the master 28th February, 1851, says, that he bought and paid for those slaves after the dissolution of the community, and holds them as his separate property. It is not perceived, therefore, why he should be allowed a credit for their value. See Mrs. Eskridge's dep., p. 392, and defendant's answer to interrogatories before the master.

Note.—The masters here state that A. N. Ogden, solicitor for defendant, offered on or about the 1st of June, 1851, after the testimony in this case was closed, the record of an amicable suit of Mrs. Mary B. Eskridge vs. Perkins, in the probate court of Concordia, in order to prove the value of "Long Branch plantation," which evidence was not received because the testimony was closed, and the masters were then engaged in making out the report.

Sixth. The master is directed to charge complainants and defendant with all debts which either spouse owed at the time of the marriage, and which it may be proved were discharged from the community during the marriage.

Defendant admits he paid a debt during the community contracted before the marriage of this amount (see defendant's accounts filed) - - - - - -	$89 80
Defendant is charged with amount of a judgment against him in favor of Hyman, for his separate debt, paid October, 1818, p. r. 136 - - - -	596 05
Defendant is charged also with amount borrowed from the Bank of Mississippi before the marriage, and paid in 1822, p. r. 171, principal and interest - -	5,050 00
Defendant is charged also with amount paid to F. Bynum during community for slaves purchased previous to marriage, four notes of $2660 each paid, and $1000 on the fifth note - - - - -	11,640 00
	$17,375 85

Seventh. The master is directed to allow, as a credit to each party, all the cash which each had on hand, and which may be proved to have been brought into the community at the date of the marriage, or which was actually paid into the community after the marriage from debts or other resources, as due to either spouse in his or her separate right.

Defendant is entitled to a credit for this amount, received from John Poultney about the date of the marriage, p. r. 254–'5	$5,898 02
Also for amount received from Broughton for lands sold previous to the marriage, see voucher filed - -	6,000 00
Also for amount brought into community from proceeds of the crop of 1818. The crop of 1818 was sold in	

Oct., 1819, for $10,422 58. It is estimated according to the depositions of Routh and others that the crop of 1818 was worth, on 12th August, the beginning of the picking season, about one-half of what it sold for in market. Defendant should therefore be credited by one-half of the amount placed to his credit by his commission merchants as arising from the crop of 1818. This amount, as shown by his account with Fisk, McNeill & Co., was $5,091 39, after payments made in Natchez and elsewhere; one half is - - - 2,995 69

$14,893 61

Eighth. The master is directed to charge defendant with the actual cost and value of permanent improvements, either by clearing, levying or fencing lands, or constructing building on the separate landed estate of the defendant in Louisiana during the community, with interest from the date of the dissolution of the marriage until the coming in of the report.

Defendant is charged with the value of the buildings erected on his separate estate during the community, see depositions of Turner, Stansbrough, Routh, &c. - - - $5,000 00

Defendant is charged with cost and value of clearing, ditching, and fencing fifty acres of his separate lands during community, at $25 per acre - - - 1,250 00

Cost and value of levees made on his separate lands during community - - - - 2,000 00

8,250 00

Interest on same at 5 p. ct. from 12 Aug., 1824, to 12 June, 1851 - - - - - - 11,068 91

$19,318 91

Ninth. The master is directed to state the value of the improvements made on the community lands since the dissolution of the marriage.

Value of buildings erected on community lands since Aug. 12th, 1824, depositions of Routh, Gordon, and Stansbrough - $12,500 00

Clearing 514 acres on the Turo, Warner, and Carroll tracts since Aug. 12, 1824, enhanced in value by the improvement $25 per acre - - - - 12,850 00

Other lands (370 acres) of same tracts enclosed and partially cleared, enhanced in value $13 per acre, (see Forshey's deposition, and surveys, &c., on file - 4,810 00

Levee made on community land since 1824 - - 2,700 00

$32,860 00

Defendant is entitled to credit in account by one-half of above sum - - - - - - - 16,430 00

The partial improvements made on the other community lands are not considered permanently valuable. No credits are allowed for making them, and no rents charged for their use.

Tenth. The master is directed to charge defendant with the nett value of the crop hanging by the roots on the 12th Aug., 1824.

Defendant's cotton crop of the year 1818 was sold for the sum of $18,-367 16, (see bill of complainant and answer of defendant to 44th interrogatory. The nett value of the crop on the 12th Aug., 1824, is proved to have been (see deposition of Routh and others) - - - $9,183 58

Eleventh. Under this head defendant is entitled to no allowance save for the interest on $930 23, from May 3, 1825, to June 13, 1851, (see fourth head of this account) - $1,215 96

Twelfth. The master is directed to charge defendant with the rent of community lands in Louisiana.

On the 12th Aug., 1824, there were, it is estimated, about 150 acres of land cleared and in cultivation on the Carroll, Warner, and Turo tracts. In 1838 there were about 270 acres of cleared lands on these tracts. Between these dates the clearings were extended at the rate of eight and one-half acres per annum, and the rents of said land between these dates at the rate of $3 per acre per annum, are - - - - - - $8,620 50

From 1838 to 1850 inclusive, clearings were extended at the rate of 34½ acres per annum, and the rents between these dates amount at same rate, $3 per acre, to 15,357 00

The lands above referred to are the 664 acres of cleared lands enhanced in value $25 per acre by improvements (see depositions of Forshey and others.)

There are 370 acres on the same tracts partially cleared, enhanced in value $13 per acre. On these lands rents from 1824 to 1850 inclusive, at rate of $1.56 per acre, would amount to - - - - 7,500 33

Gross value of rents of community lands - 31,477 83

Defendant is charged in account with one-half - $15,738 91½

Thirteenth. Defendant is charged in account with one-half of the value of the following personal property on the plantation at Somerset, on the 12th Aug., 1824.

Three hundred head of sheep, valued at $2 per head	$600 00
Fifty head of horses, mares, and mules	2,500 00
One hundred and fifty head of horned cattle, at $6 per head (see tax lists of the years 1823–'4–'5)	900 00
Value of farming utensils, charged in complainants' bill and not denied in answer	1,500 00
	$5,500 00
One-half is	2,750 00

Recapitulation.

Defendant, John Perkins, is charged, under the mandate of the court, with the following sums:

To amount found against him under 6th head, as herein before stated	$17,375 85
To amount found against him under 8th head	19,318 91
To ditto under tenth head	9,183 58
To ditto under twelfth head	15,738 91
To ditto under thirteenth head	2,750 00
Total charges	$64,367 25

Defendant Perkins is found to be entitled to the following credits:

By amount found in his favor under third head of this report	$8,449 76
By ditto, fifth head of this report	1,299 99
By ditto, seventh head	14,893 61
By ditto, ninth	16,430 00
By ditto, eleventh head	1,215 96
By balance against Perkins	22,077 93
	$64,367 25
Complainants are entitled under the decreee to $\frac{4}{7}$ of the said balance of $22,077 93	$4,205 32

Four thousand two hundred and five dollars and thirty-two cents.

The masters consider it proper to state here that, on many questions involved in the inquiries to which their attention has been directed, they have found much difficulty in arriving at satisfactory conclusions. The long lapse of time since the improvements on the community lands and on the separate lands of defendant were made, and the vague and conflicting testimony as to those improvements, their value, and the periods at which they were made, render it impossible for the masters to do more than approximate to an accurate report upon these mat-

ters.. This is true more especially with reference to the extent of levees made on the community lands, and on the separate lands of defendant during community. It is believed, however, that this report is correct in the main, and that it is sustained by the evidence on file.

All which is respectfully submitted.

W. M. RANDOLPH,
LOGAN HUNTON,
Masters in chancery.

Account of complainants offered before the masters and filed with masters' report, 16th June, A. D. 1851.

(*Offered before the master, 20th November,* 1848.)

E. P. FOURNIQUET and Wife and
M. W. Ewing and Wife
vs.
JOHN PERKINS. } 1286.

United States circuit court, fifth circuit and district of Louisiana, in equity sitting.

The complainants insist that upon the reference pending in this cause before the masters in chancery of this court, to take and state an account between the parties complainants and defendant, the said defendant ought to be charged with the following sums of money, and the items of property hereinafter set forth in the proportion as indicated by the decree, namely, 2-7th and 2-3ds of a seventh of all their deceased mother's rights of community, which accrued during her marriage with the defendant, John Perkins, from the 12th August, 1818, until 12th August, 1824, as follows:

1st. The cotton crop raised on the defendant's Somerset plantation in 1824, sold for the sum of - -		$18,367 16	$9,183 58
2d. 1000 bushels of corn sold off said plantation same year, at 40 cents. -		400 00	
500 cords of wood sold at -	$2 50	1,250 00	
1200 lbs. of wool sold at -	40	480 00	
50 sheep sold at - - -	3 00	150 00	
50 head of horned cattle at -	12 00	600 00	
10 yoke work steers at - -	75 00	750 00	
10 horses at - - -	50 00	500 00	
100 bushels of peas at - -	3 00	300 00	
500 do. sweet potatoes at -	1 00	500 00	
		4,930 00	2,465 00
3d. 400 head of sheep found at Somerset at the dissolution of the community in 1824, at 3 00		1,200 00	600 00

4th. 50 horses, mares & mules at 50 00 -	2,500 00	1,250 00
5th. 400 head of horned cattle at 6 00 -	2,400 00	1,200 00
6th. For the price and value of the farming implements, wagons, &c., found at Somerset in 1824 - - -	$2,000 00	1,000 00
		$15,698 58
Amount brought forward, - - -		$15,698 58
7th. For the value of the following improvements made on the separate lands of the defendant, as follows:		
Two-story frame dwelling - -	4,000 00	
Two-story frame gin-house, running two stand - - - -	4,000 00	
Frame barns 40×20 with 12 ft. passage, and shed of 15 foot all round -	2,000 00	
Two hewed cypress barns 40×20 each $500 - - - -	1,000 00	
Mill house and machinery - -	500 00	
Two sawed log houses 20×20, erected in 1823, each $300 - -	600 00	
House for hospital 20 × 30 - -	350 00	
Bale shed sufficient to contain 300 bales of cotton - - - -	300 00	
Two miles of levee erected, $1,000 -	2,000 00	
Fencing and ditching to the value of -	1,000 00	
200 acres of land closed on the defendant's separate estate, at $50 per acre	10,000 00	
	$25,750 00	12,805 00
Amount forward - - -		$28,573 58
8th. Sundry slaves, live stock, and farming implements purchased from Edward Broughton, November, 1818, paid for 24th January, 1819 - - -	$8,340 00	4,170 00
9th. Amount of hire received by defendant from Edward Broughton - -	1,000 00	500 00
10th. Crop found on the Patterson place & appropriated to defendant's use -	200 00	100 00
11th. Value of two rafts of timber consisting of frame, &c., prepared at Somerset, and used by the defendant in the erection of his house at Natchez -	2,000 00	1,000 00
12th. 50 head of sheep sold by the defendant at Natchez, in 1823 - -	150 00	75 00
13th. Negroes purchased by defendant in Maryland, in the summer of 1824,		

not placed upon the plantation until after Mrs. Perkins's decease -	10,000 00	5,000 00
Amount forward - - - - -		$39,418 58
14th. Individual debts of the defendant due before the marriage, and paid during the existence of the community, as follows: Defendant's 5 notes given to F. A. Bynum in 1812, for the purchase of 20 negroes on a credit of 10 years, paid as follows:		
Amount brought forward - - - -		39,418 58
18th August, 1818, - - -	2,660 00	
27th June, 1820, - - -	2,660 00	
8th April, 1821, - - -	2,660 00	
10th June, 1822, - - -	2,660 00	
May 3d, 1819, paid by Rutherford, Fisk, and McNeill, defendant's merchants, and charged to his account	2,660 00	
Partial payment made by the def't on one other of said notes - -	1,000 00	
These notes matured on the 10th of March of each year; interest due after maturity, and until payment	195 29	
	14,495 29	
15th. Amount due the Bank State of Mississippi, and paid 10th May, 1822	4,000 00	
16th. Amount of judgment rendered against defendant in favor of Hyman, his overseer, in 1816, judgment 1818	512 50	19,007 79
Amount forward - - - -		58,426 37
17th. Rent due by the defendant for lands acquired during the existence of the community, as follows:		
Purchase from Pease and Ux. -	1,800.00	
Do Collins - -	500.00	
Do United States -	516.00	
Do Watson, curator -	490.84	
Do Pettibone, curator -	640.00	
Back concession purchased from Pease and Ux. - - -	135.85	
30 acres adjoining the Patterson tract	30.00	
Acres - - -	4,112 69	

One half of which, 2056.34½ acres, is claimed in kind by the Bynum heirs, and for which defendant is charged rent as follows:

400 acres of the above cleared in 1824, that is, 200 in the Cabin field and 200 adjoining the Bullock tract, 25 acres additional in the Patterson land, 425, 212.50 acres, at $4 - -	850 00	
1843. 84 acres of uncleared land used for grazing, cutting cord wood, plantation purposes, &c., at 25 cts. per acre - - - -	461 00	
	1,311 00	
Rent from dissolution of the community up to January, 1848, 24 years - - -		30,464 00
Interest thereon		
Amount forward - - - - -		89,890 37
18th. Value of the improvements placed by the defendant upon the McCormack tract of land, for which remuneration is claimed in the event the said land is declared not to be community - - -		15,000 00
19th. Complainants claim remuneration for the following sums of money brought into the community by Mrs. Perkins from her own resources, and from the estate of Bynum, or collected by the defendant, and appropriated to the use of the community, sums following, to wit:		
May 2, 1820, collected by def't from Henry Rives - - -	$160 96	
Amount of F. and P. F. Bynum's note and interest - - -	63 90	
May 29th, 1827, Francis Bynum's note and interest - - -	366 00	
January 30th, 1831, from David and Thomas Alexander - -	1,115 69	
Money due Mrs. Perkins by Mr. Rives and collected by the defendant -	1,087 18	
15th January, 1820, received by the def't, from Charles C. Rives - -	750 00	
17th December, 1821, amount collected from David Alexander and Henry Rives, jr. - - - -	1,040 06	
	4,618 83	
Amount forward - - - -		104,890 37
Amount received by def't from Holliday for the burning of the gin house on the Bynum plantation -	1,000 00	

April, 1823, amount due Mrs. P. and received by the def't from the estate of Henry Rives, over and above the value of the negroes Abb & George	216 66		
Amount received from Major Minor for 500 bushels of corn sold him off the Bynum plantation, at 50 cents	250 00		
Amount collected by the defendant from Holliday & others for the rent of the Bynum plantation, 1821 and 1822 - - - - -	2,400 00		
Rent of lands in Concordia, 1823 -	1,200 00		
Value of the girl Hannah, sold by the defendant in the spring of 1825, credited at $470, value $600 -	130 00	9,815	48
Amount carried forward - -		$114,704	85
Amount brought forward - - -		114, 70	85
20th. Amounts brought with community by Mrs. Bynum as follows, (from the estate of Bynum:)			
This amount paid by Charles Rives, 20th January, 1818, for money loaned by Mrs. Bynum to William Rives, curator on the estate of his father - - - - -	$1,400 00		
This sum paid to Mrs. Bynum on act. of Wm. Rives, it being for a debt due by Wm. Rives to his sister, Mrs. Bynum - - - -	1,281 60	2,681	60
		$117,387	45
Defendant's credits - -		2,294	51
		$115,091	94

Complainants' proportion of which, as indicated by the decree, is $43,845. 03 exclusive of interest, to be calculated up to the coming in of the report.

The complainants credit the defendant for the following sums of money, laid out and expended by the defendant for the use of the community, and in purchasing outstanding, titles, &c., sums following, to wit:

Amount paid by the defendant to the United States in 1831, for the following pre-emptions located by him

on the lands previously purchased from Patterson, curator, Gustine & Budd, acres as follows: - - - -	161.07	
	161.11	
	164.11	
Acres - - - -	486.84	
At $1 25 - - -	-	$613 55
Amount paid Abner and Ezera Steel, for pre-emptions located by them on part of the Patterson purchase.		
Amount paid the Bynum heirs for the use of their negroes in 1824 -	$3,180 96	
less the amount charged for the support of the same - -	1,500 00	
		1,680 96
The complainants claim in kind their respective shares in the following lands, acquired during the community.		2,295 51
Lands purchased from Gam'l Pease & Ux. - - - -	1800 acres	900
Back concession to do. -	138 "	69
Do from William Collins -	500 "	250
Do do do McCormick -	640 "	320
Do do do United States -	489 "	244.50
Do do do the following proportions in 183, Perkins, agent of Budd - - - - -	165.07	
Do do in his own name -	161.11	
Do do do do -	164.66	
	490.84	245.42
Purchased from Abner and Ezera Steel, their two pre-emptions on Palmyra bayou, and located on the lands previously purchased by defendant from Patterson, curator, from Watson, curator of Patterson, being the same tract of land afterwards covered by the pre-emption claims of Perkins's agent, Perkins & Steel.		
From Isaac House his pre-emption on Lake Vidal or Palmyra bayou, 30 acres adjoining the Patterson tract of land - - - -		15 00
Purchased from Gustine his tax title to the house land - acres		2,043 92

2043.92 acres of land, complainants' proportion of which as indicated in the decree is 778 $\frac{67}{100}$ acres.

The complainants crave leave to alter or amend their account as they may be advised upon final accounting be fore the master.

November 20th, 1848.

E. P. FOURNIQUET & UX.,
M. W. EWING & UX.
Complainants.

Defendant's account, filed before master, 25th November, 1848, and filed in the clerk's office with master's report, 16th June, 1851.

E. P. FOURNIQUET et Ux., et Ewing et Ux.,
vs.
JOHN PERKINS.

The master in chancery, to whom the case has been referred, with directions to take, state, and report an account between the complainants and defendant, of the acquests and gains of the community on certain principles laid down in the decree of the court, having ordered that both parties should exhibit an account, the defendant now, therefore, in compliance with that order, under the express reservation of his right to insist that the decree does not require any account to be rendered by him, or any further answer to be made than is already contained in his answer to complainant's bill, and to the interrogatories thereto annexed, proceeds to submit to the master his statement of the respective rights of the parties on the principles of the decree, so far as those rights can be ascertained at present, without a survey of the lands alleged to belong to the community.

1st. The first direction in the decree is "to ascertain and report all the lands which were acquired in this State during the coverture, by purchase of either a legal or possessory title, and the possession of which remaining with the defendant at the dissolution of the community still continues in his possession."

2d. The second direction is that the master shall cause to be divided in kind such lands, setting off to the complainants two-sevenths and two-thirds of a seventh of the one-half of such community lands by metes and bounds, &c. This defendant, in reference to these two heads of the decree, has only to repeat in writing what has been heretofore verbally urged before the master, that it would seem to be necessarily a preliminary step in the further proceedings of this cause that the master should ascertain and report the lands to be divided as belonging to the community.

3d. The master is required to allow to defendant all community debts which he, defendant, may prove were owing by the community

at the time of its dissolution, and which the defendant has paid since that time, and so state his account of community as of what remains after all community debts have been paid.

The following debts, which existed at the termination of the community, were paid by defendant after the dissolution:

1824, Dec'r	30,	To R. L. Smith's account	-	$14 55½
1824, Dec'r	17,	To Montgomery and Nichol, account	-	11 00
1824, Nov'r,		William McDonald	" -	100 00
1824, Nov'r,		D. Jackson	" -	88 00
1824, Nov'r	1,	Robert Haywood	" -	150 00
1824, Nov'r	23,	N. Smithy	" -	16 00
1824, Nov'r	8,	S. and H. Postlethwaite	" -	19 13
1825, Jan'y	29,	N. Bonner	" -	150 62½
1825, March	21,	N. Bonner	" -	649 37½
1824, May	21,	Jno. McNeil	" -	261 57
1826, Dec'r	27,	John McNeil	" -	1473 43
1825, May	2,	Alvarez Fisk	" -	502 82
1825, March	5,	H. J. and J. P. Walworth	" -	25 00
1825, Feb'y	26,	R. L. Throckmorton	" -	2 37
1825, March	7,	Frederick Stanton	" -	17 00
1825, March	7,	P. P. Schuyler	" -	33 91
1825, March	27,	James J. Rowan & Co.	" -	51 89
1825, March	7,	Griffith and Quilman	" -	50 00
1825, Jan'y,		Perkins and Wren	" -	4 00
1825, March	5,	Thomas Nixon	" -	48 34
1824,		Weaver	" -	800 00
1825, May	15,	Pew rent	" -	22 50
1825, March	11,	P. M. Lapice	" -	104 09
1825, March	11,	Thos. C. Cosby	" -	72 00
1825, March	7,	James Caddy's	" -	75 00
1825, Feb'y	26,	S. Gustine	" -	129 00
1825, March	5,	Gressum and Moss	" -	16 37
1825, March	25,	Shipp and Bernard	" -	18 57
1825, Jan'y	25,	Robert Bradley's	" -	2 50
1825, March	30,	Estate of J. Dunlap	" -	81 00
1825, March	30,	Foster and Steel	" -	28 00
1825, Feb'y	23,	J. Henderson and Son	" -	9 00
1825, Feb'y	26,	James Hughy	" -	9 50
1825, March	7,	John N. Helm	" -	24 25
1825, May	5,	John Forsyth	" -	38 50
1825, March	7,	R. and L. Knox	" -	40 26
1825, March	7,	C. H. Kyle	" -	17 95
1825, Jan'y	3,	G. McClelland	" -	22 69
1825, March	26,	John Munroe	" -	15 91
1825, May	16,	D. Jackson	" -	209 52
1825, Jan'y	1,	Solomon and Beaumont	" -	35 03
1826,		W. Crofford	- -	100 00

1830, Feb'y	23,	Estate Dr. James E. Hart - -	734 95
1825, May	1,	Alvarez Fisk, mortgage suit - -	5200 00
1825, May	3,	Joseph Dunbar, note - - -	930 23
1829, Nov'r,		This amount paid to James Watson, curator of estate of Charles Patterson, which was a debt contracted during the marriage, and although defendant obtained no title to any land for which the note was given, it is justly chargeable as a debt of the community, if one existed - - - -	950 00
1825, Feb'y	10,	This amount paid note to William Miller - - - - -	1763 46
1825, March	21,	Merler and Gardner - - -	66 58
1824,		Amount paid John McClean - -	
1824, Nov'r	1,	Paid Thos. C. Cart - - -	800 00
1824, Dec'r,		Cash paid Thos. Kelly - -	131 25
			16,077 12
1825, Jan'y	17,	George *George* Young - -	37 36
1825,		Taxes for the year 1824 - -	
1824, Feb'y	23,	Mr. Terrel - - - -	30 00
1824,		To this sum paid Sugars Turner for a debt due by Mrs. Perkins previous to the marriage - - -	910 50
		Paid Judge Broughton for recording the discharge of the above debt - - - - - -	

4th. The master is required to allow defendant all sums of money which he may prove he has paid since the dissolution of the partnership for the purchase of outstanding titles or adverse claims or encumbrances against the lands and possessory interests purchased during the community, and held by him at the dissolution thereof. Under this head the defendant does not set up any claim for the purchase by him of any adverse claims to lands bought by him after the dissolution of the marriage, but which the complainants lay claim to, because he does not believe it will be reported by the master that the community had ever any title to such lands. The purchases during the marriage from House, Gustine, and Patterson's estate, did not convey even an inchoate title, as the Government of the United States refused to recognise any rights in them whatever. Long after the dissolution of the marriage these lands were bought at Government sale by defendant and others, as the patents and other evidence show. Defendant after the marriage paid eight thousand dollars for the McCormick tract, which was not the purchase of any adverse claim, as the record shows that whatever title he had derived to that tract during the marriage, he had parted with during the marriage, and in reality never had any valid title whatever to it during the marriage.

Under this head, however, defendant would be entitled to expenses paid in perfecting and locating the purchases made during the marriage from Gamaliel Pease and William Collins, viz.:

Cash paid Dr. Turner's expenses to Opelousas land office and back, the same to Monroe land office and back, and for patent certificates - - - - - - - $57 25

The services of Dr. Turners in going to and from the land offices, at the rate of the salary he received per year - 100 00

Defendant's personal services and expenses to Washington on the same business - - - - - - 500 00

Defendant's personal services in locating the lands, expenses of chain carriers, provisions, &c., and attending local land offices, and getting surveys confirmed - - 400 00

5th. The master is required "to allow to defendant in account all sums of money derived from the community or his own resources, which he, defendant, may prove he has paid or expended since the dissolution of the community for the benefit of the complainants, children of his wife, Mrs. Mary Perkins, by her former marriage."

The following items would be justly chargeable under this head to complainants:

The balance found in favor of defendant on settlement of his accounts before the probate court, and allowed by judgment of the court on the 29th of May, 1827 - - - $7,388 63

Interest thereon from that date at 5 per cent. being -

1829. Cash paid for George and Abb, two negroes from estate of Henry Rives, deceased, purchased by Mrs. Perkins, and afterwards claimed by the creditors, and by defendant paid to the curator of that estate in 1828 or '29 1,100 00

1828. Oct. 20th, to L. Baker for a tombstone, lettering, &c., for Benj. Bynum, the father of complainants -

Amount of the value of the negroes belonging to the community between the mother and father of complainants, to which defendant, as heir of his deceased children, and his sons, John and William Perkins, were entitled, and which defendant gave, with bond of indemnity for the title, to complainants and their co-heirs, children of Ben. Bynum - - - - - - -

Also the value of the land belonging to said community, and to which defendant and his sons were entitled, which was given up to complainants and their co-heirs -

Also under this head should be allowed the donations of real estate and personal articles made *made* to complainants, or derived by them from the donations made by defendant to their brother Benjamin Bynum, it being contrary to equity that complainants should retain those advantages while asserting a claim which, if a legal one, none of the parties believed to exist at the time those donations were made, viz.

The Long Branch plantation, deeded to Benj. Bynum, with a clause securing it on his death to the complainants, Harriet and her sister Mrs. Mary Eskridge; for the one-half of that plantation the complainant Harriet realized on a sale of it, according to the testimony of Buckner, Marshall Henderson, a large amount, being at the rate it was purchased by Buckner, $30 per acre, 512 acres - - - - - - - - 15,360 00

A larger amount than here set down having been realized for it.

The complainants, Ewing and wife, realized from the same source on compromise, as by Mrs. Eskridge's testimony, being the only consideration of the sale from Harriet Bynum to Martin W. Ewing, of her interest in the Lake Concordia plantation - - - - - 1,200 00

The tract of land adjoining Long Branch, deeded by defendant to the complainants, Fourniquet and wife, containing 333⅓ acres, proved by Buckner to have been worth $30 per acre - - - - - - 10,000 00

Besides the above real estate, personal gifts of some value.

6th. The master is required to charge complainants and defendant with all debts which either spouse owed at the time of the marriage, and which it may be proved were discharged from the community during the marriage.

Defendant on this point refers to the evidence, showing that he had ample means at the time of, and during his marriage, independently of the revenues of his plantation in Louisiana, to meet any engagements contracted by him previous to his marriage. The amount of debts contracted by him previous to the marriage, and paid during the marriage, is as shown by his answer to the complainants' bill and interrogatories - - - - - 89 80

7th. The master is required to allow as a credit to each party all the cash which each had on hand, and which may be proven to have been brought in the community at the date of the marriage, or which was actually paid into the community after the marriage from debts or other resources, as due to either spouse in his or her separate right.

The defendant would be entitled, under this head, to the following credits:

Cash received from Poultney, his commission merchant, for balance in his hands of the proceeds of his crop the year before, for which he received a letter of advice the 12th August, 1818, the day of the marriage - - - - - - $5,913 74

For lands in Louisiana sold to Edward Broughton and paid for in four instalments, falling due in 1818, 1819, '20, and '21 - - - - - - - 6,100 00

For this amount for lands sold William R. McAlpin, but whose notes therefor were given to Israel Loring for the McCormick tract purchased of him in 1828 - - 8,000 00
This amount for lands sold Fielder Offutt - - 1,000 00
This amount for lands sold George Lake in Claiborne county, Mississippi - - - - - - 6,000 00

Defendant also owned other lands in Louisiana and in Mississippi of very considerable value, including the lands given by him as before stated to some of the children of his wife. One of these tracts of land he sold to P. M. Lapice for $3000, and another to Hoover for $6000. These sales were after the dissolution of the marriage. Defendant will hereafter supply the exact dates when the moneys aforesaid were paid to him. Also a tract of land in the parish of Concordia, sold to Capt. Clement. The amount of the price and the date to be hereafter supplied.

8th. The master is required to charge the defendant in account in the actual cost and value of permanent improvements, either by clearing, fencing, or levying lands or constructing buildings on the separate landed estate of the defendant in Louisiana during the community, with interest at the rate of four per cent. from the date of the dissolution of the marriage until the coming in of the report.

All the improvements of any consequence that were put on defendant's land during the marriage were destroyed by a tornado, and what the actual cost and value of permanent improvements put on his land during the marriage were, defendant is unable to say.

9th. The master is required [to] take an account of the improvements made by the defendant since the dissolution of the marriage in the lands claimed to belong to the community, and state the value thereof.

There have been buildings erected, land cleared, and improvements made, of great value, on the Somerset plantation and lands adjoining, since the dissolution of the marriage. Until a survey of these lands is made, defendant cannot designate the tracts on which the improvements have been made, or state the amount and value thereof. He is now taking the necessary steps to do so, and will prepare a statement of them to be laid before the master in chancery.

10th. The master is required to charge the defendant with the nett value of the crop hanging by the roots at the time of the wife's death in 1824, and sold afterwards.

The crop hanging by the roots on the 12th August, 1824, which was the date of the wife's death, is valued at $9,183 58, being the one-half of the amount for which it was sold. There were no negroes purchased during the marriage, and the crop was therefore gathered by the defendant's own negroes and by the Bynum negroes employed on the place. In his account rendered in 1827, the defendant allowed the Bynum heirs $3180 96½, and will prove that the labor of gathering, housing, and ginning the crop, which was done after the dissolution of the marriage, was worth one-half, and the custom has always been so to estimate it. All the negroes by whom the crop was made as well

as gathered being the separate property of defendant, except the Bynum negroes, and the sum of $3180 96½ having been allowed on account heretofore, settled the amount; the amount so allowed ought to be deducted from the sum to be credited to the community for the value of the crop hanging by the roots on the 12th of August, 1824. The defendant is also entitled to claim for the bagging and rope for the crop and for hauling and shipping, and one-tenth for ginning the crop.

11th. The master is required to allow the defendant 5 per cent. interest on all moneys which he may have paid out from his own resources since the dissolution of the community in buying outstanding titles and claims on the community lands.

12th. The master is required to charge the defendant with the rent of the community lands in Louisiana.

The defendant has always had lands adjoining purchased since the dissolution of the marriage. What number of acres of land claimed as community he has had in cultivation cannot be ascertained until a survey is made, and until it has been decided what are community lands; but whatever the number may be, the value of the clearing and keeping improved those lands is more than equivalent to the rent.

13th. That all the personal property in Louisiana necessary for the cultivation and improvement of the real estate which remained of the community at the time of its dissolution, and after all community debts were paid, the master will take an account, and state the value at the date of the dissolution of the community, and report the amount due thereafter in money to the complainants according to their rights as before stated.

Defendant refers to his answer to the complainants' bill and states, that not having increased the force on his plantation during the marriage, the personal property necessary for its cultivation remained the same, and was his separate property.

The defendant, in submitting the foregoing as *as* the state of facts on which the master will be expected to make his report, begs leave to say that there are items omitted which he reserves the right hereafter to supply. That there [are] some debts which were paid by him, and for which he has not yet been able to procure the necessary vouchers, but expects to be able to do so in due time, when an additional statement will be furnished. That in regard to the value of the improvements made by him on the lands claimed to belong to the community since the dissolution, which the master is required to report to the court, he expects to have prepared in time to be laid before the master, when he makes a personal inspection of the premises, a map, designating the different tracts of land on which those improvements were made, and will then furnish an estimate of the value of such improvements, and be prepared with witnesses living on or near the premises to show the extent and value of such improvements.

JOHN R. GRYMES,
R. N. & A. N. OGDEN,
Solicitors for defendant.

Agreement.

E. P. FOURNIQUET and Wife and al.
vs.
JOHN PERKINS.

On the 30th November, 1848, the parties appeared before the master in chancery, by their solicitors; and the defendant exhibited his vouchers so far as at present ready to be exhibited. Whereupon, on inspection and examination thereof, vouchers in support of the account of defendant for debts of the community paid by him from one to forty-three inclusive, were admitted by the complainants to be genuine vouchers for the items in the account to which they refer, but their applicability as proper charges against the community denied. The voucher for item No. 46 on said account was also admitted as a genuine voucher, showing the payment at the time of the receipt, but its applicability as a community debt denied; and so also of the vouchers for items 48 and 53 were admitted as genuine vouchers, but their applicability as community debts denied; and the vouchers thus admitted with the above reservations were filed with the master in chancery, numbered, and marked with his initials. It is not understood by this agreement that any writing or endorsement of the defendant Perkins on the papers offered or to be offered in evidence as vouchers by defendant is admitted as proving any thing; on the contrary, such writing or endorsement is not admitted by complainant as proof of any sort under this agreement.

A. N. OGDEN, *Solicitor for def't,*
JOHN HENDERSON, *Sol. for compl't.*

Endorsed: "Filed with the vouchers thereon referred to as admitted, and filed November 30th, 1848.

"L. HUNTON,
"*Master in chancery.*"

"1268. Filed with master's report, 16th June, 1851."
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Defendant's vouchers allowed by master.

Voucher marked 53, *L. H.*

$30. NATCHEZ, *June 2d,* 1824.

On the first day of January, 1825, I promise to pay M. Terrell, or order, thirty dollars, for value received.

Endorsed: "Judge Perkin's note for $30 to M. Terrell."

"Natchez, 23d February, 1825," received payment in full of the within.

"For M. TERRELL,"
"A. LYNCH, JR."

"1268. Filed with master's report, 16th June, A. D. 1851."
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 46, *L. H.*

$950. CONCORDIA, LOUISIANA.

Two years after date we, or either of us, promise and oblige ourselves, our heirs, executors, and administrators, jointly and severally, to pay James Watson, sen., curator of the estate of the late Charles Patterson, deceased, of the parish of Concordia, and State of Louisiana, or to the legal representative or representatives of said estate, nine hundred and fifty dollars, it being for the purchase money of a certain improvement and plantation made by the deceased on a certain piece of land adjoining the Mounts lands, belonging to my Somerset establishment, originally settled and claimed by John M. Bradley, being the entire right, title, interest, claim, and demand of him, the deceased, of, in, and to the entire possessions whereon the said deceased resided, with the crop thereon, together with all the privileges and advantages thereto belonging, or in anywise appertaining; also for thirty acres of land purchased by the deceased in his lifetime of Joshua G. Clarke and Israel Loring, adjoining the aforesaid plantation and improvement; which said plantation, and the thirty acres of land adjoining thereto, is situated in the parish and State aforesaid, about five or six miles from the river, and seventy miles above the town of Vidalia, on Palmyra bayou, or Lake Vidal, adjoining lands of mine on the one side, and lands of Joshua G. Clarke and Israel Loring on the other; it being, also, the same pieces, parcels, or tracts of land conveyed to me by the said James Watson, senior, curator as aforesaid, by deed of conveyance bearing even date herewith. Given under our hands and seals this twenty-sixth day of September, in the year of our Lord one thousand eight hundred and twenty, the said James Watson, sen., curator as aforesaid, by these presents accepting.

[Marked across the face in the original ms.]

JOHN PERKINS, *Principal*, [SEAL.]
JAMES E. HART, [SEAL.]
JOS. WATSON, curator of [SEAL.]
C. PATTERSON. [SEAL.]

Witness—D. CHAMBERS,
GEORGE CUSHING.

THE STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered that, on the day of the date hereof, personally before the undersigned, judge in and for the parish aforesaid, appeared the within and foregoing named John Perkins and James E. Hart, obligors, and acknowledged the within instrument of writing to be their free and voluntary act and deed, for the purposes therein expressed and contained. Given under my hand this third day of No-

vember, in the year of our Lord one thousand eight hundred and twenty.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

THE STATE OF LOUISIANA,
Parish of Concordia.

Recorded in book C, pages 462 and 463. In testimony whereof I have hereunto set my hand and affixed my seal [of] office, this third day of November, one thousand eight hundred and twenty. [SEAL.]

EDW'D BROUGHTON,
Judge of the parish of Concordia.

Endorsed: "Received the amount of within in full in November, one thousand eight hundred and twenty-nine.
"JAS. WATSON, *Curator, &c.*"

"1268. Filed with master's report, 16th June, A. D. 1851."
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *Dy. Clk.*

Voucher No. 1, *L. H.*

Mr. John Perkins, to R. L. Smith & Co., Dr.

1824. March	20.	To	1 lb. gum copal - - -	$1 00
April	5.		white vitriol and hair pencils -	87½
			1 lb. gum copal, per Harrison, -	1 00
			2 empty sweet oil bottles, " -	25
	29.		sand paper and Canada balsam -	1 00
May	8.		sundry articles, per Harrison -	1 55
July	3.		6 lbs. verdigris, in oil, $1 25 -	7 50
	5.		spirits turpentine - - -	37½
July	20.		paint brush - - -	1 00
				$14 55

Received payment,

R. L. SMITH & CO.,
By ALFRED RATLIFF.

Natchez, December 30, 1824.

Endorsed: "Filed with master's report, 16th June, 1851."
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *Dep. Clk.*

Voucher No. 2, L. H.

Judge John Perkins to Montgomery & McNeill.

1823.	Dr.	
June 21	To 1 tortoise comb - - - - - -	$5 00
July 9	2 7-inch mortice locks, at $3 - - -	6 00
Aug. 19	6 small log chains, 104 lbs., at 1s. - -	13 00
Nov. 1	1 do do 18 lbs., at 1s. - -	2 25
Dec. 24	1 shot gun - - - - - -	10 00
26	172 lbs. round iron, at 10c., $17 20; 549 lbs. flat iron, at 8 c., $43 92 - -	61 12
27	1 dozen flints - - - - - -	12½
1824.		
Jan. 27	6½ lbs. twine, at 3s. - - - -	2 35
Mar. 10	1 pair black silk gloves - - - -	75
April 17	1 hair comb - - - - - -	1 25
24	1 handkerch'f, 8s.; 1 vest, 6s. 6d., & 3s. 6d.	2 38
May 24	4 brass screws for 2s.; 2½ yds. Jubilee cord, 6s., $1 88; 4 thumb latches, 1s., 4s. -	2 62
27	1000 10-oz. tacks - - - - -	50
June 1	cash paid freight on tea - - - -	25
7	36 lbs. bar iron, at 8c. - - - -	2 88
9	1 pocket comb, per Bonner, overseer -	50
15	your assumsit, favor S. Turner, $47 69	
	4 yards Jubilee cord, at 6s. - 3 00	
		50 69
July 7	9 yards calico, at 5s., $5 62½; 1 pair silk gloves, 6s. - - - - - -	6 38
9	½ dozen tumblers, at 16s. - - -	1 00
13	1 pit saw file - - - - - -	25
Aug. 17	2¾ yards black cloth, at $8, $22 00; trimmings, $5 18 - - - - -	27 18
		196 47
1823.	Cr.	
Aug. 20	By 6 small log chains returned, 104 lbs., at 1s.	13 00
	Balance due Montgomery & McNeill	$183 47

Received payment of the balance due on within account in full, December 17, 1824.

MONTGOMERY & McNEILL.

Endorsed: Filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 3, *L. H.*

In the month of November next I promise to pay Mr. William McDonald, or order, one hundred dollars, for value received.

Briars, May 19th, 1824.

$100.

Endorsed: Paid November, 1824, $100. 1268, filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 6, *L. H.*

NATCHEZ, *November* 23, 1824.

John Perkins, esq., to Noah Smith.

DR.	
To tuition of Benjamin Bynum, from May 23, 1824, to November 23, at $6 per month - - - -	$36 00
CR.	
By absence 1½ month, at $6 per month - - -	9 00
	$27 00

Received payment,

N. SMITH.

Endorsed: 1268, filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. C.*

Voucher 7, *L. H., filed with master's report, 16th June,* 1851.

John Perkins to S. & H. P. Postlethwaite.

1824.		
	DR.	
Jan. 27	For 1,010 yards tow linen, 18¾ - - -	$189 37½
April 3	9 boxes candles, 488½ lbs., 4c. - -	19 54
	½ dozen plough lines - - - -	50
		209 41
1824.	CR.	
April 3	By lackage in tow linen, 48¾ yards - -	9 14
	Due S. & H. P. P. - - -	200 27
	By S. P. - - - - -	181 14
		19 13
	By S. P., jr., interest on $181 14 - - -	18 08
		$1 05

November 1st, 1824, received payment in full.

S. & H. P. POSTLETHWAITE.

Document 5, L. H.

John Perkins to Robert Haywood.

	Dr.		
	To making 4 tables, 2 with drawers - -		$10 00
	framing gallery floors - - - - -		12 00
	9 squares and 36 feet of flooring, at $5 per square - - - - - - -		46 80
	12 squares of framing, sheathing, and shingling, at $4 per square - - - -		48 00
	faced a board on sill - - - -		6 00
	making 2 window sills and a door frame -		10 00
	framing room and weather boarding L -		12 00
	base end in room - - - - -		4 40
	weather boarding, gable and barge board -		2 00
	putting up posts and railing - - -		6 50
	making belfry - - - - - -		6 00
	building one kitchen - - - -		25 00
			187 90
	Cr.		
	By Willis's work, 30½ days, at $1 per day -		30 50
			157 40
	Discount - - - -		7 40
			$150 00
1824.	Cr.		
Nov. 1	By Judge Broughton - - -	$55 00	
	W. Morton - - - -	28 00	
	cash this day - - - -	30 00	
	due bill in full - - - -	37 00	
			$150 00

November 1st, 1826, received payment.

ROBERT HAYWOOD.

Due Mr. Robert Haywood, on settlement of all accounts up to this date, thirty-seven dollars, ($37,) November 1, 1824.

Endorsed: 5, L. H., filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,

By W. CORNELIUS, *Dy. clk.*

Vouchers 8 *and* 9, *L. H.*

John Perkins to Nathaniel Bonner, Dr.

To my year's services, from Jan'y, 1824, to Jan'y, 1825 $800 00

Cr.

By amount of your account against me, up to January 1, 1825 - - - - - $150 62½
your draft on A. Fisk & Co., N. Orleans, at 60 days' sight, in full - - - 649 37½
$800 00

E. E. January 29, 1825.

NATHANIEL BONNER.

$649 37½. SOMERSET, *Jan. 29th*, 1825.

Sixty days after date pay to the order of Mr. Nath'l Bonner six hundred forty-nine dollars thirty-seven and one-half cents, and place the same to the account of your very ob't humble servant,

JOHN PERKINS.

Messrs. A. FISK & Co., merchants,
New Orleans.

[Original draft marked over the face with cross marks.]

Endorsed: Received payment of J. Perkins himself, 21st March, 1825.

NATH'L BONNER.

Endorsed: 8 and 9, L. H., filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. clk.*

Voucher 10, *L. H.*

$1,735 45. NATCHEZ, *March 10th*, 1824.

On the first March next I promise to pay Alvarez Fisk and John P. McNeill, or order, seventeen hundred and thirty-five dollars and forty-five cents, for value received, with interest from date until paid, at ten per cent. per annum.

[Signature erased.]

Endorsed: May 21st, 1824, received on account of the within note two hundred and sixty-one dollars and fifty-seven cents, $261 57.

A. FISK.

Filed with master's report, 16th June, A. D. 1851.

Voucher 12, *L. H.*

J. Perkins, esq., to Alvarez Fisk.

1824.			
	Dr.		
July 31	To 30 pieces cotton bags, 1507 yards—22 cents		$331 54
	15 coils rope, weighing 1580 lbs. 8 -		126 40
	5 do do do 634 7 -		44 38
	drayage, one load bags - - - -		50
Sep. 13 to Dec'r 2	postage, per steamboats, includ'g bills lading		62
" 7	1 barrel loaf sugar, 126 lbs., 21c. - -		26 46
			529 90
	cash paid by A. Fisk & Co., for the Louisiana Advertiser - - - - -		10 00
			539 90
	Cr.		
	By this amount, charged you in acc't by H. Fisk & Co. - -	$500 00	
	received of N. C. Hall, for recording release of mortgage to Bynum, - - - - - -	2 38	
			502 38
	cash in full - - - - - - -		$37 52

Received the above amount of thirty-seven dollars and fifty cents in full.

Natchez, May 2, 1825. ALVAREZ FISK.

Endorsement on the above: Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 13, *L. H.*

John Perkins, esq., to H. F. and J. P. Walworth.

1824.			
	Dr.		
June 1	To 1 palmetto hat, 8s.; 1 pair brogans, 20s.	$3 50	
	2 vests, 10s., 20s.; 1 pair suspenders, 4s. - - - - - - -	3 00	
	1 case razors, 14s.; 2 pr. socks, 4s., 8s.	2 75	

Voucher 14, *L H.*—Continued.

1824.			
July 8	3 pair linen pantaloons, 16s., per Esquire Smith - - - -	6 00	
	1 silk umbrella, per Esquire Smith -	6 00	
			$21 25
21	3 yards black crape, 8s., $3 00; 1 drawing-knife, 75 - - -	3 75	
Aug. 15	12 yards fine cambric - - -	12 00	
17	1 sack salt - - - - -	4 00	
27	3 butt hinges, 3s., 9s.; 4 lb. nails, 5s.; 3 dozen screws, 3s. - - -	2 12	
			21 87
Sept. 7	2 pair pantaloons, sattinet, per Esquire Smith - - - -	7 00	
	6 yards white flannel, 7s., per Esquire Smith - - - -	5 25	
22	paid freight of butter, drayage twice -	75	
Oct. 18	2 bunches twine, 4s., $1; 1 M tacks, 50, per Esquire Smith - -	1 50	
	1 cake soap, 1s.; 2 lbs. tobacco, 6s. -	1 63	
	2 pair suspenders, 3s. - - -	74	
Nov. 24	1 pair suspenders, 3s.; 1 pair pantaloons, $4 - - - - -	4 38	
	1 fine shirt, 10s.; 1 coarse shirt, 10s.	2 12	
			23 37
Dec. 16	1 catty imperial tea - - - -	4 50	
24	1 bottle ink, 3s.; barrel of apples, 4s.	88	
1825.			
Jan. 3	1 barrel tar - - - - -	5 00	
10	cash paid for corn - - -	12 75	
17	amount of George Groves's account -	42 50	
			65 63
Feb. 4	1½ dozen spades, $12 - -	18 00	
	6¼ lb. twine, 2½ - - - -	2 00	
			20 00
10	1 catty imperial tea - - -	4 50	
28	1 gallon Sum. wine - - -	2 50	
March 4	½ dozen porter and one bottle - -	1 63	
			8 63
			$160 75

Received payment in full. Briars, March 5th, 1825.
H. F. & J. P. WALWORTH.

Endorsed, "13, L. H.;" 1268, filed with master's report 16th June, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 14, *L. H.*

Mr. John Perkins to R. L. Throckmorton.

1824.	Dr.	
April 16	To 2 pair socks, 3s. - - - - - -	$0 75
	proportion of storage - - - - -	1 62
		$2 37

Received payment, February 26, 1825.

R. L. THROCKMORTON.

Endorsed: "14, L. H.," 1268; filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 15, *L. H.*

Judge John Perkins to F. Stanton & Co.

1824.	Dr.		
Jan. 27	To 3 stock locks, 8s. - - - -		$3 00
April 16	3½ yards cravating, 8s. - - -		3 50
May 25	5 yards figured ribbon, 4s.; 3 yards do., 2s. - - - - -	$3 25	
	1 parasol, $5 50; 1 pair gloves, 6s. -	6 25	
			9 50
July 15	1 yard muslin - - - - -		1 00
Aug. 16	1 yard black silk - - - -		1 25
Sept. 2	2 yards black silk velvet, $5 - -		10 00
Nov. 27	1 servant's glazed hat - - -		4 00
	Dolls. - -		$32 25

Received payment, Natchez, 7th March, 1825.

For F. STANTON & CO.,
A. STANTON.

Endorsed: "15, L. H.," 1268; filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 16, *L. H.*

John Perkins, esq., to P. P. Schuyler.

1824.	Dr.		
April 7	To 6 yards dark calico, at 3s. 6d. -	$2 63	
	3½ yards dark calico, at 3. 6d. -	1 53	
			$4 16
8	2 pieces musquito netting, $3 -	6 00	
	2⅛ yards brown drilling, at 6s. -	1 87	
	2½ yards white drilling, at 6s. -	1 87	
20	5 yards cambric, 4s. 6d. - -	2 81	
	remnant of fine cambric - -	87	
			13 42
24	1 tin pan, 3s.; 1 pair small shoes, 7s.	1 25	
May 22	1 small round bolt, with knee, 1s. 6d.	19	
	1 small grass screw ring - -	13	
25	2 pair ladies' stockings, at 12s.	3 00	
26	3 yards thread lace, at 3s. -	1 13	
31	1 2-4 auger, 2s. - - -	25	
			5 95
June 15	1 yard muslin, 6s. - - -	75	
	¾ yard white satin, at 10s. -	94	
	1 piece wire, 1s. - - -	13	
24	2 brass flush bolts, at 3s. - -	75	
Aug. 12	3 yards Italian crape, at 10s. -	3 75	
	1½ yard black ribbon, at 1s. -	19	
	3 yards gauze ribbon, at 1s. -	37	
			6 88
	2 pair black silk gloves, at 8s.; 1 pair black silk hose, $1 50 - -		3 50
Nov. 20	1 pair ladies' silk gloves - -	1 00	
Dec. 15	½ dozen flint tumblers, at 2s. -	1 25	
			2 25
			$36 16

Received the amount of the within account in full. Natchez, March 7, 1825.

P. P. SCHUYLER,
Per H. MITCHELL.

Endorsed: "16, L. H.," 1268; filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 17, *L. H.*

John Perkins to James J. Rowan & Co.

1824.	Dr.		
March 13	To 10 yards Orleans stripes, 3s. -	$3 75	
	2 pieces nankin, $2 50; thread, 1s. -	2 63	
			$6 38
20	1 pair brogans, 20s.; garden seeds, 2s.		2 75
April 3	1 oven lid, 4s.; 1 basket, 1s.; cloves, 2s.		88
10	1 lb. imperial tea - - - -		2 50
17	1 dozen brass knobs - - -		25
May 22	1 pair sheep shears - - -		38
29	4 latches, 4s.; 1 bowl, 3s.; thread, 8s.	2 00	
	1 pair Morocco boots, 8s.; 1 Leghorn hat, 12s. - - - - -	2 50	
			4 50
June 5	fish hooks - - - - -		1 00
26	4¾ yards muslin, $3 56; thread, 2s. -	3 81	
	thread, 4s.; 1 pair coarse linen, $5 -	5 50	
	1 pair shoes, 8s.; 1 dress calico, 18s.	2 25	
	difference in exchange of shoes -	63	
	1½ yards linen, 9s.; moles, 1s. - -	1 25	
	1½ yd. coarse do., 4s.; 2 handk'fs, 3s.	87	
	2 yards jeans, 8s.; 2 pieces tape, 4s. -	1 50	
	2 dozen nobs, 4s.; 2 yards mosquito stuff, 1s. - - - - -	1 25	
			18 07
July 3	7 yards mosquito stuff, $2 63; 2 yards linen, 6s. - - - - -		3 38
17	10½ yards Irish linen, for - - -	4 50	
	1 pair boots, 12s.; 1 oven, $3 80 -	5 30	
	1 set cups and saucers - - -	1 00	
Aug. 7	1 pair child's Morocco shoes [51.89] -		1 00
28	10 yards bombazette, 4s. - -	5 00	
	7½ yards do. - - -	3 75	
			8 75
Sept. 4	1 piece nankin crape - - -	11 00	
	1 spool silk - - - - -	38	
			11 38
	2 teapots - - - - -		2 00
			$74 02
1824.			
July 17	credit by cash - - - - -		2 25
			71 77
	credit amount of storage of salt at Bacon's landing, in 1823 - -		3 25
			$68 52

Received payment, March 27, 1825.

JAS. J. ROWAN & CO.,
BULLER & TUBB.

Endorsed: Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D'y Cl'k.*

Voucher 18, *L. H.*

Filed, with master's report, 16th June, 1851.

JNO. PERKINS
vs.
FISK & MCNEIL. } In chancery.

Due Griffith & Quitman fifty dollars, as a retaining fee in the above case. June 1st, 1824.

$50. ——— ———, (erased.)

It is understood that there is to be no additional charge in the above case, unless there is some extra trouble.

GRIFFITH & QUITMAN.

If a recovery is obtained in the above case, Judge Perkins is to allow us $50 additional. If not, there is to be no further charge. March 7th, 1825.

Endorsed, G. & Q.

Pay to Adam Bower or bearer.

GRIFFITH & QUITMAN.

Received the within from Judge Perkins.

ADAM BOWER.

Voucher 19*th*, *L. H.*

Filed with master's report, 16th June, 1851.

John Perkins, esq., Natchez, to Perkins & Wren.

1824.		
April 16	To 1 dozen C. C. plates - - - -	$1 00
	1 dozen do. do. small - - -	50
	1 pair misses' brogans - - -	1 50
24	1 pitcher, 5s.; 1 bowl, 3s. - - -	1 00
		$4 00

Received payment. PERKINS & WREN.

Endorsed: "19, L. H."

Voucher 20, *L. H.*

John Perkins, esq., to Thomas Nixon.

1824.	Dr.		
Jan. 12	To 2 pieces of tape, 1s. - - -		$0 25
Feb. 15	½ yard black silk, 8s. - - -		50
	1 pair ladies' black silk hose -	$2 50	
	1 dressing comb - - - -	38	
	2 yards ribbon, 1s. - - - -	25	
			3 13
28	1⅛ yard green silk, 8s. - - -		1 13
March 9	3 yards fine thread lace, $3 - -	9 00	
	6 cravats, 8s. - - - - -	6 00	
	3½ yards calico, 3s. - - -	1 32	
	1 m. 2 inch sprigs, 12s. . - -	1 50	
			17 82
April 2	4 yards black lustring, 8s. - -		4 00
May 8	4 pairs mosquito netting, $3. -	12 00	
	10 yards shirting, 2s. - - -	2 50	
	½ dozen cotton balls, *a* 8s. - -	50	
	3 pieces tape, 1s. - - - -	38	
			15 28
22	1 round bolt - - . - -	38	
23	1 groce wood screws - - -	1 00	
			1 38
July 6	4 pair wool cards, 8s. - - -	4 00	
	1 scrub brush, 6s. - - - -	75	
			4 75
Aug. 16	1 pair black silk hose		2 00
30	1 dozen buttons, 1s.; 2 bolts, 2s. -		69
Sept. 20	3¾ yards white flannel, 7s. - -		3 31
Oct. 27	5½ yards fine black Italian crape, 10s.		6 88
	6 skeins silk, 1s.; 1 long comb, 8s. -		1 75
	12 yards fine black bombazin, 10s. -		15 00
	1½ yards black silk, 8s.; 1½ yards bombazin, 10s. - - - -		3 38
	(Amount carried over.) (Amount brought forward - - -		$81 35
Oct. 30	1 yard Italian crape, 10s. - -	1 25	
	3 yards braid, 6s.; 1 skein silk, 1s. -	31	
			1 56
Nov. 3	3 yards black Italian crape, 10s. -	3 75	
	3 pieces fine tape, 2s. - - -	75	
	2 skeins silk, 1s.; 1 paper pins, 2s. -	50	
			5 00
10	2¾ yards piece bombazin, 12s. -	4 13	
	1¼ yards Italian crape, 10s. - -	1 56	
			5 69

Voucher L. H.—Continued.

Nov. 17	To 1 pair boys shoes, 10s. -	-$1 25	
	1 yard Italian crape, 10s. -	- 1 25	
			$2 50
Dec. 2	1 spool cotton, 2s. - - - -	25	
	1 pair children's shoes, 4s. -	- 50	
	2 yards fine linen, 8s. - -	- 2 00	
			2 75
14	1 pair shoe brushes, 3s. - -	- 38	
	1 pair gloves, 3s. - - -	- 38	
			75
15	2 groce tape, 1s. 6d. - -	-	38
17	2 y'ds ribbon, 1s.; hooks and eyes, 6s.		32
19	2 pair children's shoes, 4s. -	- 1 00	
	2 yards Italian crape, 8s.; cotton, 1s.	2 13	
			313
26	1 yard Italian crape, 8s.; 1 pair shoes, 10s. - - - -		2 25
			105 68
1825.			
Jan. 3	215 lbs. nails, *a* 9c. - - - -		19 35
5	2 skeins silk, 1s. - - - -		25
7	1 do " 1s. - - - -		13
12	1 scrub brush 4s.; ¼ yard bombazette 8s. - - - - -		75
22	4 skeins silk, 1s. - - - -		50
	E. E.		$126 66

Received payment, Natchez, March 5th, 1825.

THOMAS NIXON.

Endorsed: "20 L. H," 1268; filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 21, *L. H.*

PHILADELPHIA, *August 20th*, 1824.

Received of John Perkins, esq., his note for eight hundred dollars, which, when paid, will be in full for a new coach and harness.

$800 GEORGE WEAVER.

Endorsed: "21 L. H.;" filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 22, *L. H.*

NATCHEZ, *June 24th*, 1824.

Received of John Perkins, esq., note for ninety dollars, being the amount of his tax on pew in 1st Presbyterian church, up to 15th May, 1825.

JOHN HAWKINSON, Jr.
By J. A. TYLER.

Chargeable to community from 15th May, to 12th August, 1824, (3 months, $22 50.)

Endorsed: "22, L. H.," 1268; filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 23, *L. H.*

John Perkins to P. M. Lapice.

1824.		Dr.	
Jan.	2	To 10 lbs. brads, *a* 10c., $1; 3d, 1 paper, 1¾ inch sprigs, $1 25	$2 25
	24	24 lbs. tar rope, *a* 15c., $4 20; 60 lbs. 4d. cut nails, $7 50	11 70
April	2	5 lbs. floring brads, 5s.; 6th, 4 lbs. 20d. nails, 4s.	1 13
	23	1 roll French line, 3¾ lbs. at 35c.	1 32
May	8	1 keg white lead, $4; 15th, 1 keg white lead, $4	8 00
	19	1 keg white lead, $3 87½; 21st, 1 pair gloves, 75	4 62
	25	4 kegs white lead, $3 87½	15 50
June	2	1 keg 12d. nails, nett 227 lbs., *a* 10c.	22 70
	7	1 gallon spirits turpentine	1 25
	14	4 kegs white lead, *a* 3 87½, $15 50; 15th, 1 gallon spirits turpentine, 1 50	17 00
	16	1 groce screws, $1 50; 17th, 5 lb. cut nails, 5s.	2 12
	25	4 kegs white lead, *a* 3 87½, $15 50; 15th, 1 paper lampblack, 2s.	15 75
July	22	6 lb. 4d. nails, 75	75
Aug.	21	10 lb. nails, $\frac{8}{12}$, $\frac{2}{20}$, 10s; Sep. 11, 1 bunch wire, 3s.	1 62
Nov.	6	2 bags shot, $6; 24th, 1 bale 50 pr. blankets at $4 56c., $228 12	234 12

Voucher 23, *L. H.*—Continued.

1824.			
Nov. 24	To drayage 25; commission 5 per cent.,	-	
	$11 40; Dec. 10, 1 sack salt,	-	
	$3 50; 24th, 1 lb. almonds, 38	-	$15 53
1824.			355 36
Dec. 23	credit by Girault's account and note	-	59 83
1825.	Due P. M. L. . -	-	$295 53
Jan. 3	1 paper 1¼ inch sprigs, 62; 1 keg	-	
	nails, nett, 110 lbs. *a* 9c. $9 90	-	10 52
	2 coils tar cord, ⅝⅝, 57 *a* $1 27,	-	
	$7 13; 8th, 6 lb. nails, 6s.;	-	
	Feb. 14, 1 pair brogans, $2 00	-	9 88
	E. E.		$315 93

NATCHEZ, 11th March, 1825. Received payment above.

P. M. LAPICE.

Endorsed: "23," L. H.

Voucher 24, *L. H.*

John Perkins, esq., to Thomas C. Coit.

1824.	DR.		
June 11	To 1 silver patent lever watch, with chain	-	$71 00
July 10	1 penknife - - - - - -	-	1 00
Nov. 5	exchange of gold patent lever watches	-	30 00
Dec. 9	paid Lapice for bottle of sweet oil -	-	1 00
1825.			
Jan. 8	Glass & Busell to finger ring - -	-	1 00
19	cash paid R. H. May's bill - -	-	18 80
22	cash paid your order - - -	-	180 00
29	cash paid R. L. Smith's bill - -	-	14 55
29	cash loaned - - - - - -	-	30 00
Feb. 4	cash paid for garden seeds - -	-	93
23	cash paid your note to Mr. Terrell -	-	30 00
25	cash paid John Bobb's account - -	-	42 00
			420 28
	CONTRA. *Cr.*		
	By check on bank, 26th February - -	-	210 00
	Balance due - - - -	-	$210 28

Received payment, Natchez, March 11th, 1825.

THOMAS C. COIT.

Voucher 24, *L. H*—Continued.

Mem. in the margin: This account is not paid in a check, as stated, but in two $100 bills and a 10—May 11, 1825.

Endorsement: 24, L. H., filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 25, *L. H.*

Judge Perkins to James Cuddy.

1824.		Dr.	
April	10	To 1 new shoe and remove toed	$1 00
	12	2 removes fitted	50
	22	3 removes fitted	75
	22	1 open link	12½
	23	2 removes, and one toed and fitted	62½
	28	2 removes, and one toed and fitted	56¼
		repairs in horse boat and drilling holes, and returning to and from for the same	4 00
May	1	2 new shoes, steel toed	1 50
	3	sharping one set plough irons	50
	8	remove on horse	18¾
	8	1 new shoe toed for horse	75
	8	1 remove on mule fitted	25
	18	repairing saw locks	75
		2 hooks and 4 staples for door	1 00
	20	10 screw bolts, at 50c.	5 00
	20	drilling 8 holes, at 25c.	2 00
	20	1 day's labor by Fuller on boat	4 00
	21	6 screw bolts, at 50c.	3 00
	21	1 day's labor by Fuller on boat	4 00
	22	3 large staples for ferry boat	1 12½
	22	9 hooks for picture frames	1 12½
	24	repairing 4 screw bolts	50
		repairing 4 pr. hinges for boat	1 00
		piercing 2 old hinges for boat	50
		16 new nails for hinges, large	1 00
		repairing 16 old nails	50
	26	2 new bolts, at 50c.	1 00
		going to and returning from boat, and drilling 4 holes, not all day	2 00
		Amount carried over	39 25

Voucher 25, *L. H*—Continued.

1824.		Amount brought forward		$39 25
May	27	To dressing and mending clevis		37½
		ironing bell		7 00
		1 new nut and cutting bolt		25
		sharping 1 set plough irons		50
June	1	piecing gimlet		25
	2	repairing 2 bolts		25
	3	12 removes, not fitted		2 25
	5	2 new shoes		1 00
	8	16 small nails for hinges		75
	11	2 scrapers for yard, $4 p.		8 00
	14	pointing and sharping share		75
	16	6 gutter irons, 33 lbs., at 25c.		8 25
	16	52 large nails for gutter irons		2 50
	25	4 new shoes		2 00
July	15	pointing colter		50
	15	1 large staple, and 1 open link		62½
	20	pointing colter and sharping share		75
Aug.	7	1 new shoe		50
			$75 75	
	15	mending 1 clevis		25
Sept.	11	mending 1 rowlock		50
	20	repairing andirons and coffee mill		1 25
Oct.	1	hoops for bucket		37½
	25	mending one pin		50
Nov.	10	oar pin		50
	27	putting new irons on old scraper, and other repairs		5 00
	29	4 new shoes		2 00
Dec.	3	putting irons on old scraper, & other repairs		5 00
1825.				
Jan.	8	1 large staple		25
	10	repairs on horse boat		2 00
	15	repairing spring of gig		5 00
	18	4 new shoes toed		3 00
	18	4 removes toed, and 6 do. toed		3 75
	20	2 removes fitted		50
	29	1 remove fitted		25
	31	1 remove fitted		25
Feb.	13	1 remove, not fitted		18¾
				$106 31¼

Endorsed: 25, L. H. 1268, filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. clk.*

Voucher 25, *L. H*—Continued.

The following order or draft is annexed to the foregoing, and was filed with it:

$97 75. NATCHEZ, *28th Feb.*, 1825.

Ten days after date pay to Doctor Wm. Provun, or order, ninety-seven dollars and seventy-five cents, for value received, which place to the account of JAMES CUDDY.

To J. PERKINS, esq., *Natchez.*

Endorsed: Received payment of the within, this 7th March, 1825.
WILLIAM PROVUN.

Voucher 26, *L. H.*

John Perkins, esq., to Samuel Gustin, Dr.

1824.
May 22 to Aug. 12. To medical services for self and family $129 00

NATCHEZ, *26th Feb.*, 1825.

March 1, 1825, received payment.
SAM'L GUSTIN.

Endorsed: 26, L. H. Filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 27, *L. H.*

Judge John Perkins to Grissam, Moss & Co., Dr.

1824.			
Mar. 10	For 1 catechism - - - - - - -		$0 25
April 2	1 Horace Delphine - - - -		4 00
May 26	1 Telemaque, in French - - -		1 50
June 2	1 patent truss, for negro John - -		5 00
15	1 Walsh'g arithmetic - - - -		1 25
23	1 paper hair powder - - - -		37
July 9	1 lead pencil, 1s.; 1 pound ginger, 3s. -		50
27	1 Zenophon, in Greek - - - -		3 50
		$16 37	
Aug. 26	1 lb. pearl ashes - - - - -		38
30	1 Holy Bible - - - - - -		1 25
Sept. 18	1 double truss, for boy John - - -		4 00
22	1 History of England - - - -		1 25
	E. E.		23 25
Dec. 24	2 nutmegs - - - - - - -		13
			$23 38

Received payment.
GRISSAM, MOSS & CO.

Natchez, 5th March, 1825.

Endorsed: 27, L. H. 1268, filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. clk.*

Voucher 28, *L. H.*

John Perkins, esq., to Shipp & Barnard.

		Cr.	
1822.			
May	9	To 1 gross screws, 10s., per Benj. Bynum -	$1 25
	14	1 trot line, 8s., per self - - - - -	1 00
July	11	3 pair large butts, at 5s., per B. Bynum -	1 87½
Oct.	17	6 lb. Kentucky twine, at 3s. - - -	2 25
Mar.	17	5 lb. 10d. brads, per Mr. Nixon, 14c. -	70
1824.			
Aug.	6	1 keg 5d. nails, 100 lbs. - - - -	10 00
	11	1 bottle Madeira wine, 12s. - - -	1 50
			$18 57

Received payment, March 26th, 1825.

SHIPP & BARNARD.
Per M. F. WINN.

Endorsed: "28, L. H." Filed with master's report, 16th June, A. D. 1851, (1268.)

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. Clerk.*

Voucher 29, *L. H.*

John Perkins, esq., to Robert Bradley.

		Dr.	
1824			
July	13	To 1 plate on E. Broughton's gig spring -	$2 50
Aug.	20	repairs on gig - - - - - -	50
Oct.	8	mending gig stay - - - - -	1 25
		1 long bolt mended - - - - -	1 25
		splicing step - - - - - -	1 00
Nov.	11	1 new plate, and mending of coach spring -	8 00
		raising two front springs - - - -	8 00
		1 pole for coach - - - - -	6 00
		mending lamps - - - - -	2 25
		painting rims of wheels and varnishing carriage - - - - - - - -	7 00
		polishing body - - - - - -	4 00

Voucher 29, *L. H.*—Continued.

1824.		
Nov. 11	To fixing blinds and locks - - - -	$2 50
	blacking and varnishing coach harness and braces - - - - - -	4 00
	2 straps and 2 buckles for driver's seat -	50
19	1 new bar on gig - - - - -	3 00
	3 fellows on gig wheel - - -	2 25
	putting on tire on wheel - - - -	1 75
	1 linch pin - - - - - -	12½
Dec. 11	1 second jam on gig - - - - -	3 00
29	mending gig step - - - - -	1 00
	1 new swingle tree - - - - -	1 50
	splicing of hoop of gig top, &c. - - -	2 50
	2 plates of iron on two shafts - - -	2 00
		$64 87½

Received payment, by draft on Judge Broughton, January 25, 1825.

ROBERT BRADLEY.

Endorsed: Paid, 25 January, 1825, $2 50. Bill, $64 87½. "29 L. H."

"1268." Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. Cl'k.*

Voucher 30, *L. H.*

VIDALIA, *February 6th*, 1824.

John Perkins, esq., to the succession of Jas. Dunlap, Dr.

(Bought at auction February 6th, 1824, by W. S. Parker.)

To 1 bay horse - - - - - - - $81 00

Received payment, by note at twelve months, with Walter S. Parker as security, per Chs. B. Green, acting executor of James Dunlap, deceased.

H. V. NULLIN.

CONCORDIA, *February 6th*, 1824.

Dollars $81 00.

We, John Perkins as principal, and Walter S. Parker as security, promise to pay Charles B. Green, esq., acting executor of the last will and testament of James Dunlap, deceased, or order, eighty-one dollars, in twelve months from date, for a horse purchased at the sale of the estate of said deceased.

JOHN PERKINS, *Principal.*
W. S. PARKER, *Security.*

Endorsed: Briars, March 31st, 1825. Received payment of the within note of the within named John Perkins. For Chs. B. Green, acting executor of James Dunlap.

H. V. NULLIN.

"30, L. H.," 1268. Filed with master's report, 16th June, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 31, *L. H.*

John Perkins, esq., bought of Foster & Steele.

1824.		
Jan. 27	To 1 pair large saddle bags - - - -	$6 00
Feb. 14	3¾ yards of flannel - - - - -	2 34
April 3	2 curry combs - - - - - -	62
June 13	seating saddle and padding - - -	6 00
	1 girth and sweat flaps - - - -	1 25
	1 common bridle - - - - -	1 00
25	seating and padding saddle - - -	6 00
	1 girth and stirrup leathers - - -	1 25
26	1 whip lash - - - - - -	62
July 7	seating saddle - - - - - -	3 00
Dec. 2	1 whip lash - - - - - -	50
		$28 58
	credit by sundries - - - - -	7 00
		21 58

Received payment.
Natchez, March 29th, 1825.

FOSTER & STEELE.
BUTLER & TUBB.

Endorsed: "31, L. H.," 1268. Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 32, *L. H.*

John Perkins, esq., to John Henderson & Sons.

1823.	Dr.	
Dec. 15	For 3 hats, bought at auction, $3 - - -	$9 00

Received payment, February 23, 1825.
JOHN HENDERSON & SONS.

Endorsed: "32, L. H." Filed with master's report, 16th June, 1851. ("1268.")

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 33, L. H.

John Perkins, esq., to James Hughes.

1823.	Dr.	
Dec. 10	For advertising in the Bayou Pierre Herald, three squares and eight lines, four weeks -	$9 50

Dec. 27, 1824. Received payment in full.

JAMES HUGHES.

Judge Perkins will please pay the above to Jacob Eiler, esq. Feb. 10, 1825.

JAMES HUGHES.

Receipt endorsed on the above:
Received the within amount, nine dollars and fifty cents, ($9 50.) February 26th, 1825.

J. EILER.

Endorsed: "33, L. H." Filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 34, L. H.

Mr. John Perkins to John N. Helm.

1824.		Dr.		
April 24	To	1 pair misses' gloves, 2s. - - -		$0 25
June 15		11 yards wide Irish sheeting, 10s.	$13 75	
15		6½ yds. wide dimity, 6s. -	4 88	
15		½ yd. linen cambric, 5 50 -	2 75	
15		5 yds. twilled diaper, 3s. -	1 88	
				23 25
23		2 cupboard locks, 3s. - - - -		75
Oct. 28		2 pairs black kid gloves, 5s. - - -		1 25
				$25 50

Received payment in full for the above account, March 7th, 1825.

JNO. N. HELM.

Endorsed: Paid March 7, 1825, $24 25; 34, L. H.; (1268.) Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 35, *L. H.*

John Perkins in account with John Forsythe.

1824.		Dr.					
April 15	To 1000 bricks, at kiln, per order of Morton						$7 00
17	1500	do	do	do	-	-	10 50
June 3	2250	do	do	do	-	-	15 75
4	750	do	do	do	-	-	5 25
					$38	50	
	5550						
Dec. 29	2250	do	do	do	-	-	15 75
30	1500	do	do	do	-	-	9 00
31	2250	do	do	do	-	-	15 75
1825.							
Jan. 3	1500	do	do	do	-	-	9 00
		Amount, E. excepted			-	-	$88 00

James Foster will please pay the above account of eighty-eight dollars, and place the same to the account of

JNO. PERKINS.

May 5, 1825.

Receipt.

Endorsed: Received payment, 6th May, 1825.

JOHN FORSYTHE.

Endorsed: 35, L. H.; filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 36, *L. H.*

Natchez.—John Perkins, esq., to Robert and David Knox.

1824.		Dr.	
Mar.	10	To 1½ yard thread edging, 75; 3 ps. tape, 38 -	$1 13
April	3	1 reap hook - - - - - - -	75
	6	sundries, per order - - - - - -	20 00
	16	2 brushes, 4s,; 1 hair broom, 6s. - -	1 75
	24	1 pair misses' gloves - - -	38
May	21	1 pair shoe brushes, 25; 10 knob locks, $10	10 25
June	16	9 yards dimity, 2s. 6d., 2 81; 1 side comb, 4s.; 1 thimble, 6d. - - - -	3 37
	18	balance due on dimity - - - -	13
	20	1 knob lock - - - - - -	1 25
	24	1 dozen shirt buttons - - - -	25
	26	3 dozen shirt buttons - - - -	75
July	15	2 balls floss, 1s. - - - - -	25
		$40 26	
Aug.	16	6 skeins silk for 4s ; 1½ yard ribbon, 3s. -	1 06
Sept.	20	1½ yds. leventeen, 12s., 2 25; 1 pr. child's shoes, 1 00; 2 skeins silk, 1s., 25 -	3 50
	22	1 pair child's shoes - - - - - -	1 00
Oct.	11	1 caddy tea - - - - - - -	4 50
	27	1 pair coarse brogans - - - -	2 25
	28	1 pr. side combs, 75c.; 1 pr. misses' shoes, $1	1 75
Nov.	3	2 boys' hats, 3 50—7 00; 1 lb. thread, 1 50	8 50
	5	1 boy's beaver hat - - - - -	3 50
Dec.	3	½ ream letter paper, $6 - - - -	3 00
	4	1 pound patent thread - - - -	1 50
	7	2 skeins silk - - - - - -	25
			$71 07

Received payment in full to 1st January last, March 7, 1825.
R. & D. KNOX.

Endorsed: Paid March 7, 1825, $40 26; 36, L. H.; 1268, filed with report of master in chancery, 16th June, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 37, *L. H.*

John Perkins, esq., to C. H. Kyle.

1823.		Dr.			
Dec. 5	To 4	yards green flannel, at 3s. 6d. - -			$1 75
15	3	do do at 3s. 6d. - -			1 31¼
1824.					
	1	handkerchief - - - - - -			1 00
Feb. 14	3⅓	yards calico, at 3⅓s. - - - -			1 53
Mar. 10	1¼	yard mull muslin, at 12s. - - -			1 87½
	4	yards insertion, at 1s. - - - -			50
April 2	1¼	yard dimity, at 9s. - - - -			1 12½
June 15	2¼	yds. drilling, at 5s.; 1 fine comb, 4s. - - - - - -	$1 90½		9 09½
	1	remnant dimity - - -	1 75		
					3 65½
July 9	1¾	yard lining - - - - - - -			1 06¼
15	1	tea kettle, $4 00; 2 yards narrow green ribbon, 1s. - - - - - -			4 12½
Aug. 17	5	dozen black buttons, at 2s. - - -			1 25
					$19 19¾

Received payment in full, Natchez, 7th March, 1825.

C. H. KYLE,
Per A. J. WHITE.

Endorsed: Paid March 7, 1825, $17 95; 37, L. H.; 1268, filed with report of master in chancery, 16th June, 1861.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 38.

Natchez, *April* 15, 1824.

Mr. Perkins to J. McClelland.

		Dr.			
	To 60	feet of tin, at 25c. - - - -			$15 00
June 19	15	feet of spout, at 31¼ - - - -			4 68¾
19		altering spout - - - - - -			3 00
			$22 69		
Dec. 31		repairing gutter - - - - -			6 00
Jan. 3	8	dozen tin cups - - - - -			8 00
					$36 68¾

Received payment, Natchez, January 3, 1825.

GEORGE McCLELLAND.

Endorsed: Paid January 3, 1825, $22 69. 38. 1268, filed with master's report, 16th June, 1851. J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 39, *L. H.*

Judge John Perkins in account with John Munce.

1823.			
Nov. 15	To 1 dozen common tumblers - - -		$1 00
	50 corks, 3s. - - - - - - -		38
Dec. 25	161 pounds square iron, at 8c. - - -		12 88
1824.			
Mar. 18	4 pounds 24d. nails, 1s. 6d. - - -		75
July 20	6 pounds nails, 15c. - - - -		90
		$15 91	
Aug. 17	54 pounds brads, 1s. - - - -		6 75
			$22 66

Natchez, March 26th, 1825, received payment for

JOHN MUNCE,
Per THOS. J. WARD.

Endorsed: Paid 26th March, 1825, $15 91; 39, L. H.; filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 42, *L. H.*

$100. SOMERSET, *March 2d*, 1820.

In all the month of September next, I promise to pay Mr. S. Crofford one hundred dollars, for two hundred bushels of cotton seed.

[Name cut or torn out.]

Endorsed: Pay David M. Robelail, Natchez, 28th May, 1822.

STEPHEN LYON.

I assign the within note to Stephen Lyon, for value received, April 14, 1820.

SAMUEL CRAWFORD.

Pay the within note. April, 1826.

W. B. COHOON.

Note to Mr. Crofford paid, 1827, $100.

The evidence of this note being paid in 1827 is above, and from one of the endorsements being made in 1826. See the back. J. P.

42, L. H.; filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 40, *L. H.*

John Perkins to D. Jackson.

1824.		
May.	Dr.	
	To plastering lodging room, 104 yards, and lathing, (one coat,) 12½ - - -	$13 00
	plastering kitchen, 91 yards, 12½ - -	11 37½
	plastering 12 feet apartment adjoining dining room, 28 yards, at 12½ - - -	4 75
	front gallery, 69 yards, 12½ - - -	8 62½
	plastering (only) 2 lower rooms of main body, 168 yards, 4 cents - - -	6 72
	plastering back gallery, 69 yards, at 4 cents	2 76
	plastering 2 upper and middle rooms of main body, side walls only, 140 yards, 4 cents - - - - - - -	5 60
	plastering upper galleries, side wall only, 80 yards, at 4 cents - - - -	3 20
	extra work in repairings - - - -	5 50
	building 2 chimneys, one large, to main body and kitchen - - - -	60 00
	amount of your note to me for - - -	88 00
		209 52
	Cr.	
	By cash - - - - - - $25 00	
	Do. in full - - - - - 184 52	
		$209 52

E. E.

May 16th, 1825. DEMPSY JACKSON.

Due Mr. D. Jackson, on the first day of November next, eighty-eight dollars, for value received. Briars, March 27, 1824.

JOHN PERKINS.

[The signature of original is crossed.]

$88
25
—
63

Paid twenty-five dols.

Endorsed: "40, L. H." Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher 41, *L. H.*

Judge John Perkins to Lehman & Beaumont.

1824.		Dr.		
Jan.	23	2 quires sand paper, 1 paper lampblack - -		$2 37½
		wafers, 12½; garden seed, $1 75; 4 lb. calomel, $1 25, (Bynum) - - - -		3 12½
	28	sundries, as per bill - - - - -		6 12½
Feb.	6	1 scr. cantharides, 50; 10 gr. merc. oint't, 12½		62½
				$12 25
	11	1 fitch brush, 25 - - - - }	$3 87½	
	28	sundries, as per bill of this date, 3 62½ }		
Mar.	16	2 oz. gum copal, $1 50; 2 oz. Prussian blue, $1; annetto, 25 - -	2 75	
	27	2 flasks, 25c.; 1 oz. best bark, $1 50; 1 vial Croton oil, $2 - - -	3 75	
April	26	4 oz. balsam fer, &c., and camel's hair pencils - - - - -	1 12½	
May	21	½ quire sand paper, 50; June 7, ½ quire sand paper, 50 - - - -	1 00	
				12 50
June	11	8 oz. gum copal, 50; oil flask, 25; 6 oz. balsam fer, &c., $1 25 - -	2 00	
	22	flask sweet oil, 62½; salts, jalap, and gum assafœtida, 62½ - - -	1 25	
Aug.	5	1¾ scr. calomel, 66; 2 scr. jalap, 30; and 1 oz. alspice, 50 - - -	1 66	
	7	1 oz. pepper, 50; 5 blister plasters, $2 -	2 50	
	11	4 acid, &c., 75; 4 oz. ung't merc. ft. and pot, $1 12½ - - -	1 87½	
	12	camphorated mixture and bottle - -	1 00	
	28	1 oz. best bark - - - - -	1 50	
				11 78½
Oct.	30	1 scr. calomel, 56¼; sticking plaster un'd, 2d, 37½ - - - - -	93¾	
Nov.	15	1 tooth brush - - - - -	25	
Dec.	7	2 oz. camphor, 50; sundries for experiment as tests, $1 75 - - -	2 25	
				3 44
				$39 97

Received payment.

LEHMAN & BEAUMONT.

Endorsed: Paid, 1825. Supposed 1 Jan'y, $35 03. 41, L. H. (1268.) Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Voucher No. 43, L. H.

John Perkins to the estate of James E. Hart.—Dr.

For one-half of the following notes and account of Henry Rives, deceased, of the parish of Concordia, due the said estate of James E. Hart, being his portion as one of the heirs of said Rives's estate.

1st note, due 1st April, 1823		$650 00
Interest to 10th April, 1823		1 44
		651 44
Cr. Endorsement on 3d note, 10th April, 1823		292 50
		358 94
Interest to 5th May, 1829		174 29
		533 23
2d note, due 1st January, 1824		700 00
Int. to 5th May, 1829		298 66
Account due and on interest from judgment of probate court, 21st February, 1824, at 5 per cent.		100 00
Interest to 5th May, 1829		26 50
		1,658 39
Deduct half of this amount, as above stated		829 19½
		829 19½
Cr. By cash received on account of Patterson, 1st June, 1823, which should have been credited on his note due Patterson, agreeable to promise, but was not done	$92 34	
Interest on this amount to 5th May, 1829	44 65	
	136 99	
His note, payable 1st January next, with interest from date, to balance	692 20	
		$829 19

E. E.

Concordia, La., May 5, 1829.

THOS. C. COIT, *Ex'r, &c.*

[*Note.*] On the first day of January next I promise to pay Thomas C. Coit, or order, executor of the estate of James E. Hart, six hundred and ninety-two 20-100 dollars, with interest at eight per cent. from date, value received. Concordia, La., 5th May, 1829.

$692 20. JOHN PERKINS.

$692 20
Int. to 23d Feb'y, 1830, 42 75—$734 95.

Received payment, Feb'y 23d, 1830.

THOS. C. COIT, *Ex'r.*

Endorsed: "43, L."

The two following documents are annexed to the foregoing voucher, 43, L. H.:

On the first day of April next I promise to pay James E. Hart, or order, six hundred and fifty dollars, value received. City of Natchez, January 10, 1823. Witness my hand and seal.

$625. HENRY RIVES. [L. S.]

Endorsed: Received on the within note, of D. Alexander, administrator on the estate of H. Rives, deceased, two hundred and ninety-two dollars fifty cents, April 10, 1823.

JAMES E. HART.

THE STATE OF LOUISIANA,
Parish of Concordia.

Examined, and a balance of three hundred and thirty-two $\frac{50}{100}$ dollars allowed. February 21, 1824; filed December 7, 1823.

EDWARD BROUGHTON,
Parish judge, and ex-officio judge of probates.

On the first day of January, 1824, I promise to pay James E. Hart, or order, seven hundred dollars, value received. City of Natchez, January 10, 1823. Witness my hand and seal.

HENRY RIVES. [L. S.]

Endorsed: The State of Louisiana, parish of Concordia, February 21st, 1824, examined and allowed; filed Dec. 7, 1823.

EDW'D BROUGHTON,
Parish judge and ex-officio judge of probates.

Endorsed as follows: Errors excepted, Concordia, Louisiana, May 5th, 1829.

THOS. C. COIT,
Executor of estate of James E. Hart.

43, L. H.; filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Voucher 48, *L H.*

Mr. John Perkins, esq., to Morton & Gardner.

Dr.	
To laying 15,927 bricks in the main chimney, at $3 per thousand - - - - - - - - - -	$47 78
laying 3,600 bricks in the kitchen chimney - -	10 80
putting up 4 sets of backs and jams, at $2 each per set - - - - - - - - - - -	8 00
	$66 58

Natchez, March 1st, 1825, received payment in full.

MORTON & GARDNER.

Endorsed: 48, L. H.; filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. clk.*

Document marked 49.

Received of Mr. Thomas C. Coit seven hundred and eighty dollars and forty-four cents, on account of a note discounted at bank, dated 18th June present, endorsed by myself and Samuel Postlethwaite, esq., for two thousand dollars, drawn by said Coit. Eight hundred of which is for my own benefit; balance, twelve hundred, for the benefit of said Coit; which amount, eight hundred dollars, I promise to return to him in a draft on New Orleans on the first Monday of November next, to meet said note in bank.

[Signature JOHN PERKINS erased.]

Briars, 18th June, 1824.

Endorsed: 49, filed by defendant.

L. HUNTON.

Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

47, *L. H.*

Dr. John Perkins, esq., with William Miller.

	Dr.	
1823.	To your note, due 10th March, 1823 - - -	$2,660 00
	interest till 10th June, 1823 - - -	35 46
	interest till 10th February, 1824 - -	67 80
		2,763 26

1823.	Cr.		
June 10	By cash received on draft - - your note, payable 10th February, 1825, interest from 10th	$1,000 00	
	February, 1824 - -	1,763 26	
			$2,763 26

E. TURNER, *Att'y.*
W. MILLER.

10th February, 1824.

Endorsed: 47, L. H.; 1268, filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Commission.

Circuit court of the United States, for the fifth circuit, holding sessions in and for the district of Louisiana.

To any judge, justice of the peace, or notary public, of the place where such witness resides in or out of the State.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Sugars Turner, and him duly examine on oath touching and concerning certain matters and things in a case now depending in the said court, wherein E. P. Fourniquet and wife and M. W. Ewing and wife are plaintiffs, and John Perkins is defendant; and the same examination, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this [L. S.] nineteenth day of December, anno Domini 1848, and the 73d year of the independence of the United States of America.

ED. RANDOLPH, *Clerk,*
By WILLIAM ANDRY, *Dy. Clerk.*

Interrogatories addressed to Sugars Turner.

E. P. Fourniquet & Wife,
M. W. Ewing & Wife,
vs.
John Perkins.

U. S. circuit court, district of Louisiana.

Before the masters in chancery to take and state an account.

Interrogatories to Sugars Turner, a witness for complainants, residing in Lafourche Interior, Louisiana.

1st interrogatory. Are you acquainted with the parties to this cause?

2d. Are you or not acquainted with the lands of the defendant known as his Somerset plantation, in the parish of Madison; how long have you been acquainted with it?

3d. Did you or did you not reside on the Somerset plantation in the years 1821, 1822, and 1823; how long after that time did you continue acquainted with its situation and management?

4th. What estimate do you put on the Somerset lands; have they or not always been estimated as among the best lands of the country for corn and cotton?

5th. Please look at the annexed map, marked ("A") purporting to represent the defendant's premises in 1824, and state if the defendant's plantation in 1818 was or not confined to the lots numbered on said map as 42 and 48; do not said lots represent the defendant's Bullock tract, purchased by him on or about the year 1812, and containing by estimation about 627 acres?

6th. How many acres had the defendant cleared and in cultivation on the Bullock tract in August, 1818?

7th. How much had the clearing on the said tract been increased from August, 1818, to August, 1824?

8th. What buildings had the defendant on his plantation in August, 1818; describe the situation as to age, and estimate their probable value; what new buildings had been erected thereon from August, 1818, up to August, 1824; were they permanent and valuable improvements, or temporary merely? State their use, and estimate their probable cost.

10th. What levying, fencing, and ditching was there on said tract in 1818; how much had the levying, fencing, and ditching been increased from August, 1818, up to August, 1824?

11th. How much was the value of the defendant's Bullock tract increased from August, 1818, up to August, 1824, by reason of said improvements?

12th. What improvements were there in 1818 upon lots 41 and 47, designated on the map as the McCormack tract? If any, set them forth fully and at large, estimate the probable cost and value of each, and state by whom said improvements had been made.

13th. What improvements had the defendants caused to be placed

on said lots 41 and 47 from August, 1818, up to August, 1824? State each kind of improvement, and estimate its probable cost and value.

14th. What improvements were there in 1818 upon lot 35, designated on the map as the back concession to the McCormack tract? If any, set them forth fully and at large, and state by whom said improvements had been made.

15th. What improvements had the defendant caused to be placed on said lot No. 35 from August, 1818, up to August, 1824? State the character and probable cost of each kind of improvement with as much particularity as possible.

16th. Had or not the defendant possession in 1818, or how soon thereafter, of lot No. 46, designated on the map as John Perkin's back concession; how many acres of land had the defendant cleared on said tract when you first went to Somerset; were there any buildings or other improvements on said tract at same time?

17th. What were the improvements on said tract 46 in August, 1824; what buildings, what levying, what fencing, and what ditching, was found thereon at said last date? Please state with all possible particularity.

18th. In estimating the improvements which had been placed on lots 46, 35, 47, and 41, set forth in your answer how much you consider the value of each of the aforesaid tracts of land had been increased by reason of the improvements placed thereon from August, 1818, up to August, 1824.

19th. Did or did not the defendant, on or about the year 1820, take possession of the three following tracts of land, viz.: No. 37, Richard Warner; No. 36, Antonio Carrol; No. 31, Joseph Turo; what improvements were on said lots at that time, and by whom placed thereon?

20th. How many acres of land had been cleared on each of the said tracts; what buildings erected, what leveys, what quantity or extent of fencing and ditching had there been placed thereon? Please state with all possible particularity.

21st. What improvements were there in 1820, or about that time, on lots designated on the map as follows: No. 10, John Perkins; 9, Budd; 8, Perkins; 7, Abner Steel; 6, Ezra Steel; No. 5, Ezekiel Low; on which of the said six tracts of land has John Budd made his settlement and clearing, described as follows: "The piece of land on bayou Vidal, on which Isaac House and myself commenced to build a mill seat;" of what did said Budd's settlement consist, and how many acres of land had he cleared?

22d. On which of the aforesaid lots was the settlement of Isaac House, sold by him to Charles Patterson, and described as follows: "All my right, title, interest, and claim in an improvement made by John Budd, it being known as House's mill seat; also all that part of my Mounts tract, lying below the Spring bayou, not to go above said Spring bayou;" is or not the aforesaid Spring bayou marked on the said map? If not,

trace its course thereon yourself, and show on which of said six tracts of land it empties into the bayou Vidal.

23d. Do you find on said lots 10, 9, 8, 7, 6, or 5, the piece of land sold by Isaac House to John Perkins, and described as follows: "My entire premises and improvements *and improvements* on bayou Vidal, commonly called the Mounts, beginning at a bayou situated between the said premises and the corn field of Charles Patterson;" if not found on said lots, then show by marking on the said maps thus (x x) where said House's settlement is to be found, and state of how many acres cleared the said settlement consisted.

24th. On which of said six lots was situated the fields and improvements of Charles Patterson, purchased by defendant from Watson, curator of Patterson, in 1820, and described as follows: "All the right, title, interest, claim, and demand in and to a certain plantation and improvement made on a piece of land adjoining lands of John Perkins on the one side, and lands of Joshua G. Clark and Israel Lowring on the other, which he, the said Charles Patterson, deceased, had in his lifetime, being the residence of him, the said deceased, on which the buildings, fields, and improvements, and plantation originally commenced, owned or claimed by a certain John W. Bradley, and by him conveyed to Isaac House, and by said House to said Patterson." Also 30 acres of land adjoining, and belonging to the aforesaid plantation and improvements, which he, the said Charles Patterson, in his lifetime, purchased from Joshua G. Clark and Israel Loring"?

25th. How many acres of land was there cleared on said Patterson plantation; of what did his crop consist; did he raise cotton, or corn only?

26th. After leaving Somerset place, did you or not cultivate land in the neighborhood thereof? State the year and the rent you paid per acre for the land you cultivated.

27th. What would you consider a fair rent for such land as the Somerset plantation from August, 1824, up to this date. That is, how much per acre for the cleared lands, and how much for the uncleared lands, which were used by the defendant for grazing, fencing, and other plantation purposes?

Int. 28th. How many head of horses, mares, and mules had the defendant on his plantation in 1824; what would be a fair average price therefor at that time?

29th. What was a fair average price for plantation horses in 1824?

30th. How many head of cattle had the defendant in 1824; what would be a fair average price per head for such a stock as he had at Somerset?

31st. Do you or not know of his having purchased from Isaac House in September, 1818, his, House's, stock of cattle; how many did the defendant purchase, and how much did he give therefor per head?

32d. How many head of sheep had the defendant in 1824; what were they worth per head at that time?

33d. In addition to the defendant's cotton crop, did he or not raise

large crops of corn and other plantation products, and dispose thereof?

34th. How many bushels of corn did he sell in 1824; what was it worth per bushel?

35th. Was it or not the defendant's habit to cut large quantities of cord wood and sell the same to the steamboats; how many cords of wood did he cut and sell in 1824, and what w it worth per cord?

36th interrogatory. Did he or not cut large quantities of cord wood each year for Mr. Joseph Smith, who kept a wood-yard in immediate vicinity of Somerset; can you answer how many cords in 1824, and how many for succeeding years?

37th. Did or not the defendant shear his sheep and sell the wool; how much wool did he sell in 1824; what was it worth per pound at that time?

38th. Do you not know of defendant's having sold and disposed of all or any of the following products, viz.: 50 sheep, 50 head of horned cattle, 10 yoke of oxen, 10 horses, 100 bushels of corn peas, 500 bushels of sweet potatoes?

39th. Was or not the defendant's Somerset place well stocked with all necessary plantation implements; how many field hands did he work in 1824; what would be a fair supply of hoes, axes, ploughs, harrows, scrapers, shovels, spades, wagons, carts, harness, blacksmiths and carpenters' tools, with a fair allowance of all such other articles necessary for planting as are usually found on such a plantation as Somerset? If not able to reply specially to the year 1824, state an estimate of what was on the plantation when you had charge of it, and set forth their separate and aggregate value.

40th. How many thousand feet of lumber were there in the two rafts of lumber prepared at Somerset for defendant's house at Natchez; how many thousand pickets; what kind were they; what were they worth per thousand?

41st. How many head of sheep did the defendant send to Natchez and sell in 1824; what were they worth per head?

42d. Do you or not know of the defendant's having purchased negroes in Maryland in 1824; when did he purchase them; how many did he purchase; how did he raise the money to pay therefor; when were they placed on his plantation?

43d. Do you or not know of a judgment having been rendered against the defendant in favor of Hyman, his overseer, in 1816; when and for how much was said judgment paid?

44th. Do you know any thing in relation to the burning of the gin house on the old Bynum plantation by one of the tenants, named Holiday; when was it burned, and how much was he compelled to pay the defendant for said damages; from whom did you learn the facts of the payment; when was said payment made; was it before or after Mrs. Perkins's death?

45th. Was there or not a plantation book kept at Somerset while you remained there? Describe it as nearly as you can, and set forth who had made entries therein before you had charge of the place. Was

it or not kept with more than usual care and accuracy; if produced, do you or not believe it would show a fair history of the products and outlays of the plantation during the years you remained thereon; was it or not continued in use by Bonner in 1824 and 1825, and Menholland in 1826 and 1827?

46th. How much had the defendant increased his clearing and cultivation at Somerset each and every of the years from 1824 until you removed from the neighborhood and ceased to be acquainted with its affairs and management; on which of the several tracts laid down on the accompanying map were the clearings made?

47th. Please examine in detail the following charges, made by the complainants, for money collected by the defendant for account of his wife, Mrs. Perkins, and for account and as due to the estate of her first husband, Mr. Benjamin Bynum, and say from which of said sources they were derived, and explain as you best can the several transactions connected therewith:

First. Collected by defendant from Henry Rives on the 2d May, 1820, $196.

Second. Amount credited to defendant by Fisk, his merchant, 2d May, 1820, F. and P. F. Bynum's note and interest, $63 90.

Third. May 29th, 1827, Francis Bynum's note and interest, $366.

Fourth. January 30th, 1831, from David and Thomas Alexander, $1,115 69.

Fifth. For this amount for a piece of land sold by deceased, (Mrs. Perkins,) and money loaned Mr. Rives, $1,087 18¾.

Sixth. Received by defendant from Charles C. Rives, 15th January, 1820, $750.

Seventh. Amount collected from David Alexander and Henry Rives, from 7th December, 1821, $1,040 06. In connexion with this item please examine document herewith, marked ("B.")

Eighth. Amount received by defendant from Holliday for burning the gin house on the Bynum plantation, $1,000.

Ninth. Amount due Mrs. Perkins, and received by defendant from the estate of Henry Rives, over and above the value of the negroes Abb and George, $216 66.

Tenth. Amount received from Major Minor for 500 bushels of corn sold him from off the Bynum plantation, on or about the time the Bynum force was removed to Somerset plantation, $250.

Eleventh. Amount collected by defendant from Holliday and others, for the rent of the Bynum plantation, in the years 1820 and 1821, $1,200 per annum, $2,400.

Twelfth. Rent of the Bynum land in Concordia in 1823, $1,200.

Thirteenth. Rent of the Bynum land in Concordia in the year 1822, $1,200.

Fourteenth. Value of the girl Hannah, (Mrs. Perkins's home servant and seamstress,) sold by defendant in the spring of 1825; credited $470, value $600, due thereon $130. How much was this girl worth

on or about the time of the sale; was or not $470 her fair value at that time?

Fifteenth. Amount paid by Charles Rives, 20th January, 1818, for money loaned by Mrs. Bynum to Wm. Rives, curator on the estate of the father, $1,400.

Fifteenth. This sum paid Mrs. Bynum on account of Wm. Rives, it being for a debt due by Wm. Rives to his sister, Mrs. Bynum, $1,281 60.

When reviewing the two last transactions, please observe that the payments were made to Mrs. Bynum before her marriage with the defendant. Had she or not, at the time of the marriage, the said sums of money on hand, or any other sums of money which were brought into the community, and ever used, either to pay debts due by the defendant before his marriage, or for property purchased by him during the marriage? State all you know upon this subject.

48th interrogatory. Was or not the defendant in the habit of selling large quantities of cord wood, from his Somerset plantation, to the steamboats? What was a fair average price for cord wood during the years you had knowledge of said plantation? How far would the cord wood on an acre of ground go towards paying for the clearing of such land as Somerset?

49th. What was it worth per acre, from 1818 to 1824, to clear such land as the Somerset plantation? Has there been any change in the value and cost of clearing lands since that time?

50th. Have you any knowledge of a payment made by the defendant to Wm. Miller, 10th February, 1825, for the sum of $1,763 46? Did or not Mr. Miller hold one of the notes given by the defendant to F. A. Bynum for the negroes purchased from him in or about the year 1812—notes amounting to $2,660, or thereabouts? When did the defendant pay Mr. Miller the sum of money which left unpaid the aforesaid sum of $1,763 46?

51st int. Do you know, or can you set forth, any other matter or thing that will be of advantage to the complainants, or material to this the subject-matter of your examination? If yea, set forth the same as fully and at large as if particularly thereto.

JOHN HENDERSON,
Sol. for compl'ts.

Endorsed: "1268. Filed with master's report, 16th June, A. D. 1851."

J. W. GURLEY, *Clerk*,
By WILLIAM CORNELIUS, *Dy. Clerk.*

[For map see original, page 91.]

Cross interrogatories addressed to Sugars Turner.

FOURNIQUET AND WIFE AND EWING AND WIFE
vs.
JOHN PERKINS.

Cross interrogatories to Sugars Turner.

The defendant, reserving his exceptions to the interrogatories to said witness, on the ground that he has been before examined by the complainant in this case without the communication of interrogatories, and generally on the subject matter of controversy, and specially excepting to the interrogatories as being leading questions, and in regard to some of them that they undertake to state the facts to the witness which he is expected to prove, and in regard to many others that the answers could not be received because the matters to which they refer are not examinable before the master in chancery under the reference to him; saving and reserving these and all other legal exceptions to said interrogatories, defendant propounds the following cross interrogatories:

1st. At what time, and in what year, did you first come to Louisiana?

2d. At what time did you first visit Somerset, and how long did you stay there, and when did you return to Alabama?

3d. How long is it since you have been on the lands of defendant, concerning which you are interrogated by complainants?

4th. How long is it since you have visited defendant on his plantation; do you know when this suit commenced, or when the first legal controversy on the subject arose? State when, since that time, have you held conversations with either of the complainants on the subject, how long ago, and were these conversations had with a view to taking your testimony. Was your testimony taken by complainants, and if so, at what time, and did you not then state all the material facts within your knowledge or recollection?

5th. If you are able to make answer to complainant's interrogatories from number 5 to number 45, both inclusive, please state how you derive your knowledge; whether you are able to distinguish the several tracts of land about which you are interrogated; how you are able to distinguish them; is any part of your knowledge on the subject derived from hearsay, and if it is, please state what you have personal knowledge of, as distinguished from what you know only by hearsay; at what time did you last visit the different tracts of land embraced in these interrogatories, and do you know their present situation; how are you able to distinguish the localities as referred to by the interrogatories on the map annexed; is it from actual knowledge, or is it merely supposition; have you ever made, or assisted in making, any survey of the premises?

6th. Would you consider wild lands on the river, without being enclosed or improved in any manner, worth any rent; could they be rented, and if so, for how much per acre?

7th. If you know, and are able to answer plaintiff's 28th interrogatory, please state how you derive your knowledge, and where you were at the time referred to in said interrogatory. Also as to the 30th interrogatory; the 31st, 32d, 33d, 34th, 35th, 36th, 37th, 38th, 39th, 40th, and 41st; in regard to all these questions please state where you were at the periods referred to, and particularly how you derived your knowledge. When were you last at Somerset; were you there in 1824; at what time, and how long did you remain?

8th. If you know, and are able to state, any thing in reply to interrogatories by complainants, from 42 to 45 inclusive, please state whether any thing is of your own knowledge, or how derived; state nothing as derived from hearsay, or if you have done so in the answers given, now distinguish what is hearsay and what you know of your own knowledge, and give the particulars of your own knowledge as to each and every transaction.

9th. If you are able to estimate the value of, and extent of, improvements and clearing on Somerset (plantation,) according to complainants' 46th interrogatory, please state all the particulars, and fix precisely the dates of the period of your first and last observation and knowledge on the subject.

10th. In regard to 47th interrogatory on part of complainants, please state whether, on a former examination, you did not state all that you had personal knowledge of, and that all besides was only what you had heard.

11th. If you are able to reply to complainants' 50th interrogatory, please state when and where you saw the note in question, and how you derive your knowledge.

12th. Look at the five annexed receipts given by you, and state, if you please, whether the money specified in those receipts was not paid to you by the defendant at the periods specified, and whether it was not for a debt due by his wife before his marriage with her. Specify the sums received by you, for whom received, and by whom paid to you.

13th. If you know, and can state, any facts material to defendant connected with the subject of your examination, please state the same as fully and particularly as if interrogated thereto.

A. N. OGDEN,
One of defendant's solicitors.

Endorsed: "Filed with master's report, 16th June, 1851."
J. W. GURLEY, *Clerk*,
By WILLIAM CORNELIUS, *D'y clerk.*

Testimony of Sugars Turner.—Filed with the master's report 16*th June, A. D.* 1851.

THE STATE OF LOUISIANA,
Parish of La Fourche Interior.

By virtue of the annexed commission, I, Edmund Savoie, a justice of the peace for the 13th ward of the parish aforesaid, caused to come

before me Sugars Turner, a witness to me personally known, who answered the interrogatories propounded to him as follows:

1st int. Witness answers in the affirmative.

2d int. Witness is acquainted with the Somerset plantation; first visited it in 1821.

3d. I resided on the plantation part of the year 1821 and the whole of the year 1822, and was on the place several times in 1823, but did not reside there. From 1823 to 1826 I knew nothing of the management or situation of the place.

4th. Somerset is a very fine body of land, and ranks among the best plantations in the neighborhood, both for corn and cotton.

5th. While witness was at Somerset defendant contended that the Bullock tract covered the Lowring claim, derived by him, (Lowring,) from McCormack. The defendant's clearing and plantation was on the lower side of the Somerset bayou. He had, however, some 15 or 20 acres cleared on the upper side, on which was his gin house, two barns, mill, and cotton shed.

6th and 7th. Witness cannot say how many acres defendant had cleared in 1818, but when he first went to the plantation there was about 400 acres cleared. The defendant's clearing after that time followed the lower side of the bayou, and continued upon what now appears to be marked as the back concession; not knowing what was cleared in 1818, cannot say how much was cleared between that time and 1824 on the Bullock tract.

8th. 1 frame barn 110 feet long, including the sheds, painted white, with a red roof; it was as fine a barn as witness ever saw; should estimate its cost at least $2,000; one other barn [of] hewed cypress logs, two pens 20 feet, 14 feet entry, 14 feet open sheds on each side, should estimate it at $800. One corn or grist mill, frame building with running gear; worth about $800. Bale shed worth $100.

A fine two story gin house about 80 feet long; shed rooms on each side one story high, running two stands; should estimate the gin house and machinery to be worth from $3,500 to $4,000. These buildings were all on the upper side of the bayou, and about 150 yards therefrom.

On the other side of the bayou was an old log house, worthless, except for the flooring and doors, and some old log cabins; also, a round top meat-house and a store-room, worth together about $250; a hewed log house with shingle roof from 16 to 18 feet, worth $100; a new dwelling house, worth some $3,500 to $4,000. All of these buildings on both sides of the bayou, with the exceptions of the old log dwelling and cabins, were new erected, as witness believes, since 1818. They were about half a mile from the river, but as the river has encroached considerably, are nearer at this time. The old levee, which was about 200 yards from the river, witness understands has been washed away.

10th. Did not know the place in 1818. Witness does not think the

levee had been increased any on the defendant's front tract during that time. The same with regard to the fencing and ditching.

11th. The value of defendant's front tract witness would consider increased to an amount equal to the value of the buildings placed thereon as before set forth.

12th and 13th. As to lots 41 and 47, set down on the McCormick tract, witness cannot say what improvement had been placed thereon. Indeed, defendant declared that the Bullock tract covered what now by the new map appears to be the McCormick tract, or a considerable part thereof. Witness, in the year 1827, understood from the overseer on defendant's plantation that they had found the corner of the McCormick tract on the bank of Somerset bayou, and that the line run through defendant's garden. If the lines of the McCormick tract run as they now appear on the map exhibited to witness, there was no improvement thereon up to 1826.

14th and 15th. The same answer as given above to interrogatories 12 and 13.

16th and 17th. In 1821 the defendant had possession of lot 46. There was a clearing of from 80 to 100 acres, recently cleared thereon, most of which had not been ploughed. In 1822 there was a hewed log barn put up on said tract on the right hand side of the bayou, near about the line of lots 46 and 48, as represented on the map; if cypress, worth $500; if of gum, $300. The clearing was enclosed. There was no levying or ditches. In 1823 a levee was erected on the lower side of the bayou, and extended through the tract, following the course of the bayou.

18th. Witness has answered that there were no improvement on lots 41, 47, and 35, up to 1824. In 1821 there was a great deal of timber standing on the land of lot 46. In 1823, from the gradual improvement in the clearing, and its being then under the plough, should estimate the clearing at $50 per acre; the levee from $20 to $25 the running acre.

19th and 20th. In 1821 the defendant had possession of lots 37, 36, and 31. Witness thinks there was no improvements on lot 37 in January, 1821, except perhaps a few acres on the lower side adjoining lot 46. In the course of 1821 *and* there was from 80 to 100 acres cleared on the tract, and rough log cabins and an overseer's house of but little value erected. These cabins were occupied by both the Bynum and the Perkins negroes; there was a mound on the tract, discovered in clearing, about a quarter of a mile from the cabins, further down the bayou; does not remember if put in cultivation in 1822 by Rowland, or in 1823 by Carson, but believes a part in 1822. In 1821 witness found, he supposes, about 200 acres of land cleared on lot 36 as now represented on the map; was informed by defendant and overseer that said land was cleared by the Bynum negroes alone, and a rough set of cabins erected for the negroes. Between the clearing of lots 36 and 37, there was a considerable tract of uncleared land. In 1823 a levee was made on the lower side of the bayou, and following it, came to

about the line of lot 30 as near as witness can ascertain from his remembrance and the appearance of the map. On the Joseph Turo tract, No. 31, in 1821, there was a clearing of about 15 or 20 acres about the House settlement, and some 50 or 60 enclosed for pasturage in 1822, the whole being under the same fence. The House settlement was at the mounds, on the upper side of a dry bayou, which witness thinks will be found near the line dividing the Patterson tract from the House tract.

21st. Witness supposes there was from 40 to 50 acres in lots 9 and 10, called the Patterson place; there was no Budd there as witness ever knew. The defendant claimed all of the said tracts--10, 9, 8, 7, 6, and 5, and as far as what is laid down as the Mill bayou; the cane had been burned down from three to four hundred yards deep, which killed the timber along the front of all these claims, fronting on the bayou Vidal. All these said tracts, and down to the Mill bayou, was called the Patterson claim and settlement. The defendant used it as a stock farm, and the negro Simon and his family stayed on either lot, 9 or 10, at the old Patterson house and clearing. In 1827 witness removed to the Ezera marble tract on bayou Vidal. He there found Daniel Houston on the said land, holding it as the defendant's tenant, who remained there until his death. There was a man by the name of Hedrick, in 1829, living on some of said lots, but can't say which, as the lines were not run out at the time witness refers to. Witness says that in the summer and fall of 1821 Rowland run a fence from the rear of the Patterson enclosure to the Mill bayou, or one of the large tributaries thereof, in a direction through section 17, and, as witness believes, in the direction indicated on the map in pencil, and by said *and by said* fence inclosed an immense tract of country which he used as a stock farm, claiming all the lands therein as his individual property, and as his purchase from Patterson, curator.

22d. Cannot say upon which of the said lots the House settlement sold by him to Patterson was found, but once visited with Rowland the mill seat; it was on Mill bayou, or on one of its tributaries, and struck the said mill seat while examining the fence. There was a dry bayou between the Patterson fields and the Turo tract; does not know it by the name of the Spring bayou.

23d. The settlement of House, sold to Perkins, is found near the mounds, and is divided from the Patterson settlement by a dry bayou, the name whereof witness does not know.

24th. The first branch of this interrogatory has been heretofore answered. The lands of Clark and Lowring *is* now laid down on the map as the Ussary tract; the 30 acres of land adjoining thereto witness has no knowledge of, but supposes from an examination of the map that it is found in the crotch of the Mill bayou and the low tract.

25th. Witness answers between 40 and 50 acres, and that the crop consisted of corn only.

26th. In 1824 witness rented a place on the Mississippi river, about

18 miles below Somerset, adjoining the town of Grand Gulf, and paid $4 60 per acre.

27th. The lands of that quality, from 1824 up to 1828 when witness left that section of the country, would be worth $3 per acre; would not consider the wild land as worth any thing; the paying the taxes thereon would be a sufficient rent.

28th and 29th. Witness cannot answer the first branch of the interrogatory, as he was not on the Somerset plantation in 1824. A fair average price for a good plantation horse that year would have been from $75 to $100. Witness himself bought one for $100. The dealing in mules at that time was very little; witness never, up to that time, had seen one bought or sold.

30th. Cannot say how many head of cattle the defendant had in 1824; suppose about 300 head in 1821 and 1822. Witness bought stock cattle in the defendant's neighborhood in the winter of 1826 or 1827, 100 head, at $6 per head. Witness in 1824, in the county of Claiborne, State of Mississippi, gave $8 for 60 head, at a public sale by Daniel Vertner.

31st. Have no knowledge of the transaction referred to.

32d. In 1821 there was 150 or 200 head when witness went on the place; does not know how many in 1824. In the spring of 1823, the defendant told witness that they had increased so rapidly that he had 700 head in the spring; does not know what they were worth at that time.

33d and 34th. In 1821 defendant sold corn to Millaudon, of the coast, and Millaudon sent a steamboat for it; does not know the quantity, but it was a large sale. In 1822 he sold corn by shipping it to Natchez; he had bags of his own that he used for the purpose. Has no knowledge of 1824. Witness had to purchase corn that year, but cannot remember what he paid.

35th. Has no knowledge of the defendant having cut any cord wood after witness became acquainted with the place.

36th. Witness heard that defendant cut wood for Mr. Smith, but cannot say from whom, or how much; Smith kept a wood yard near Somerset plantation.

37th. He did shear his sheep, and he was in the habit of manufacturing a part of it into negro clothing, but cannot answer as to 1824.

38th. Witness does not know; cannot answer.

39th. In 1822 between 70 and 80 hands; cannot answer as to 1824; a fair supply of farming implements for such a force would be worth about $1,000; but do not think those on Somerset plantation worth more than $500 in 1822. There were from 25 to 30 head of mules and horses used on the place in 1822; owing to a considerable part of the plantation being cultivated with the hoe, the out-stock witness cannot estimate.

40th to 43d. Witness cannot answer.

44th. Witness, in conversation with the defendant, was informed that the gin was burned through the carelessness of one Fox, the over-

seer of Holliday, and that he had charged Holliday $1,000 for it. Does not know whether or how defendant got the money. It was burned after the marriage of defendant with Mrs. Perkins, he believes, and before her death.

45th. The witness answers there was such a book kept. It was a common account book, half bound. The defendant was very particular that said book should be kept with correctness. During part of 1821 and 1822 it was kept by witness, and all shipments and other transactions on the plantations were entered with correctness; believes if said book was produced it would show a fair statement of the affairs of the plantation; never saw the book after he left the place.

46th. The witness recollects when he last saw the lot 37, the Richard Werner tract, as appears on the map, during the years 1828 and 1829; that the clearing, which in 1821 and 1822, was 80 or 100 acres, and extended about the line of the cabins, had been extended down and below the mound, and was then in cultivation. Witness cannot answer to what extent the clearing on the several tracts referred to had been increased up to 1828, 1829, when witness last knew Somerset; but the whole of the land which had been cleared as before referred to was in cultivation by the plough, and producing cotton and corn at that time. Witness remembers that in 1828 the line had been extended to the dry bayou at the mounds, and that the mound field adjoining the Patterson tract, and the neighborhood thereof, were cultivated in cotton, say in 1828 or 1829.

47th. Knows nothing of the various sums set forth in this interrogatory, except as to the Holliday payment for gin house, which has been answered in the 44th interrogatory. In relation to the renting of the Bynum plantation in 1822, witness can only say that he went to the said Bynum plantation in company with the defendant, about Christmas, in 1821. Holliday and Carvell, or Carroll, two of the tenants, had made a crop thereon that season. Witness understood they were to remain the ensuing year. Personally, witness knows nothing of the sums of money Mrs. Bynum had on hand when she married with the defendant, further than he has before testified as communicated to witness by Parham T. Bynum; that is, that she had about $12,000, exclusive of the then growing crop. P. T. Bynum is now dead.

48th. So far as witness knows, personally, defendant sold no cord wood from off the Somerset plantation. Witness has never sold any cord wood himself, and cannot answer the question further.

49th. From 1818 to 1824 clearing would be worth more than during the low prices of cotton; cannot say what it has been worth since that time, as witness has been absent from that part of the State since 1829.

50th. Witness knows nothing in relation to this interrogatory.

51st. Witness knows nothing more material to the subject matter of his examination touching the points interrogated.

Witness answers to the cross questions, as follows:

1st. Witness answers: I first came to Louisiana in 1818.

2d. Witness first visited Somerset in the latter part of December, 1820, or about 1st of January, 1821. Witness cannot remember whether he returned with the defendant to Natchez, or remained there at the time, but if witness did, he immediately returned and remained on Somerset until about the month of May, 1821.

3rd. Witness resided on Somerset, 1822, visited it several times in 1823, and passed it in 1826, and frequently in 1827, 1828 and 1829, as witness lived on Bayou Vidal, about two miles from the Mill bayou, then claimed as defendant's rear line.

4th. Have not visited the defendant since 1829. About the year 1838 or 1839, when on a visit to Mississippi, on business of my own, I met Judge Perkins in the streets of Grand Gulf, he called to me, and mentioned that a suit had been brought, and a great deal of testimony taken; he stated to me the bad treatment he had received from the complainants after his kindness and affection to the family, and that my testimony would be taken; some year or so after my conversation with Judge Perkins, and after my deposition had been taken by plaintiffs, I met Mr. Fourniquet, and became acquainted with him for the first time; my meeting with both plaintiff and defendant was accidental; witness has never seen Mr. Ewing since the institution of the suit.

5th. Witness answers that his knowledge of the several tracts of land referred to was derived from the fact that witness accompanied Mr. Dinsmore in a survey which defendant had made in 1821. Witness accompanied the surveyor to assist him, and marked all the corners of the several tracts himself; witness does not know if the map exhibited with these interrogatories represents the same survey as made by Mr. Dinsmore; witness's remembrance is derived in a great measure from his general knowledge of the locations. That is, the mound on the Warner tract as marked upon the map, the mounds at the basin, the cabins erected on the two tracts of 36 and 37 as per map, the course of the bayou and the distance of the several locations from the Mississippi river. In the Dinsmore survey a corner of 46, as marked by me on the map, thus (ST,) was found on the edge of a dry pond or an open lake, and that all the other corners of the several tracts on that side were found in a cane-brake. Alexander Houston and George Groves, then living on Bayou Vidal were Dinsmore's chain carriers. The knowledge witness has of these lands was derived as before stated, and not from hearsay; the last time witness saw the Somerset plantation was in passing the bayou inside the defendant's levee in 1829.

6th. Witness does not consider wild lands, not improved or fenced, of any value for renting.

7th. Witness in 1824 was residing about 18 miles from the defendants; has no personal knowledge of the matter referred to in the several

interrogatories from 31 to 41, except so far as he has set forth in answer to the general interrogatories; I was last at Somerset in 1829.

8th. In relation to the matters referred to in interrogatories 42 to 45, witness has stated nothing from hearsay except what came from the defendant in relation to the burning of the Bynum gin house.

9th. My first and last knowledge of Somerset I have answered in the 2d cross interrogatory, and how witness gained his information is set forth in *in* answer to 46th direct interrogatory.

10th. Witness has been interrogated three several times on this case, and has always in his answer set forth the source from which he derived his information, except in the case of the cord wood for Mr. Smith. In my previous examination I have answered all the interrogatories propounded to me; many of the questions now asked have not been propounded before as witness remembers, nor did witness think or consider many of the matters upon which he may now give his evidence as material.

11th. Witness has no knowledge of the payment made to Mr. Miller, as set forth in 50th interrogatory.

12th. Witness has examined the five receipts referred to in this cross interrogatory; before Mrs. Bynum's marriage, witness received from her a loan of $100 in 1818; after receiving authority from his, witness's, father to collect the amount coming to him from the estate of Frances Bynum, the loan was deducted from the amount coming to him, and the balance paid to witness by Mrs. Bynum, as he thinks; at the same time Mrs. Bynum stated to witness that she held the money ready for the balance of the heirs when applied for. In 1820, witness made the demand upon defendant, as he had married Mrs. Bynum, and transacted her business, and was paid by him about $100 in cash, and received a note, payable out of defendant's Somerset crop then growing, which note was paid in 1821. The amount paid to witness by Mrs. Bynum in 1818 is included in the receipt given in the name of my father, Simon Turner, to the defendant in 1820, and witness considered, as the receipts now show, that he was receiving the money from Mrs. Perkins, the curator of the estate of F. Bynum, and not from defendant individually.

13th. Witness knows of nothing further that will be of advantage to the defendant in this case; and further answereth not

SUGARS TURNER.

The foregoing testimony, contained on fifteen pages, marked with my name to identify them, have been sworn to and acknowledged before me, and signed by the witness, Sugars Turner.

In witness whereof I have hereto set my hand and seal, this 26th day of December, 1848, and being unable to write the answers of the said witness myself in English, have caused them to be written by Wm. Henderson in my stead.

EDMOND SAVOIE, [SEAL.]
Juge de paix.

Letter read in evidence before master.

Mr. MULHOLMAN: The price of my sweet potato seed is $1 per bushel—what I have paid and what I have sold at. Peas I have sold at $3 per barrel, or $1 per bushel—the same I paid at Natchez. For such oxen as Capul usually work I have always asked $75 for the naked yoke, that is, two oxen. As times have changed, and I want money, you may sell, in the absence of Mr. Smith, who has usually done such things for me, a yoke or two for $60 cash. If on a credit, $75 is my price.

JNO. PERKINS.

Som't, 11 March, 1827.

Addressed "Mr. Mulholm, present."

Endorsed: Filed and read as evidence.

L. HUNTON.

Filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Cl'k*,
By W. CORNELIUS, *D. C.*

E. P. FOURNIQUET and Ux., and EWING and Ux., vs. JOHN PERKINS. } Before the master in chancery.

The complainants ask that defendant be ruled to produce the survey of the Somerset plantation made by Dinsmore in the year 1821 or 1822.

E. P. FOURNIQUET.

Order.

Let the survey be produced.

W. M. RANDOLPH,
Master in ch'y.

Endorsed: Filed with master's report, 16th June, 1852.

J. W. GURLEY, *Cl'k*,
By W. CORNELIUS, *D. C.*

[For plat see original, page 106.]

References.

At A, an elm bears N. 35° W. 22 links, and a persimon S. 13° E. 16 links distant, both marked I P.

At B, a post, an ash marked R W, bears N. 14° W. 51 links, and a hackberry X, N. 72° W. 47 links distant.

No. 159. Pa. 106. Fourniquet vs Perkins.

N°139 Pl: 106 Fourniquet des Perkins.

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At C, a large sweet gum, marked I P.

At D, an oak bears N. 26° E. 43 links, and an ash S. 16° W. 15 links distant, both marked R W.

At E, a hoop ash S. 33° E. 27 links, and a cypress N. 18° E. 50 links distant, both marked I J, A C.

At F, a persimon, S. 65° E. 15 links, and an ash S. 69° W. 27 links distant, the persimon marked A C, the ash X.

At G, a red oak, A C, a blackberry, A C, bears N. 62° E. 25 links distant.

At H, a cotton wood and oak, close together, both marked J T.

At I, a sweet gum marked J T, a sweet gum marked J T bears therefrom S. 46° W. 15 links distant.

At K, an elm bears N. 59° E. 29 links, and an elm S. 4° W. 19 links distant, both marked J T.

At L, a post, a sweet gum, marked J T, bears therefrom N. 45° E., distant 40 links.

At M, a red oak bears S. 7 W. 54 links, and an elm S. 87½° E. 53 links distant, both marked A C.

At N, a sycamore marked R W, from which a sycamore X bears N. 4° W. 15 links distant.

At O, a sweet gum, marked R W, bears S. 10° W. 25 links, and a hackberry X, N. 29° W. 26 links distant.

At P, a sweet gum, marked I P, from which a sweet gum, marked I P, bears 56° E. 35 links distant.

At Q, a sweet gum, marked I P, bears N. 15 E. 26 links, and a sweet gum, I P, S. 70° W. 33 links distant.

At R, a sweet gum, marked I P.

At S, a red oak bears N. 15° W. 40 links, and an ash, S. 8° E. 82 links distant, both marked I P.

T, a post.

The claim of John Perkins from Stephen Bullock, confirmed by commissioner's certificate, marked B, No. 231, was surveyed by G. Winter, deputy surveyor, I believe, in 1812. The claim of Alexander McCormick I surveyed in 1820, by special order from Thomas Freeman, esq., then surveyor, &c. The claims of Richard Warner,

Antoine Carrol, and Joseph Turo, I surveyed in January, 1821, by order and in conformity with a plan thereof furnished me by Gamaliel Pease, who, in the absence of Mr. Freeman, acted as head of the surveyor's office, &c.

JOHN DINSMORE,
Deputy Surveyor.

Endorsement on the original: The surveys on this map appear to be laid down by Mr. Dinsmore according to the true , with an allowance of 8° 45′ variation. The separate maps are platted according to the magnetic meridian. Surveyor's office, Dec. 20, 1826.

G. DAVIS.

Produced by def't in answer to a call of compl't, Jan. 2, 1851.
W. M. RANDOLPH.

Filed with master's report, 16th June, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Dr. *Bank State of Mississippi, in account with John Perkins.* Cr.

1817.				1817.			
May	30	To balance - - - -	$1,848 35	May	31	By check - - - -	$294 00
June	12	cash - - - -	500 00	June	17	check - - - -	200 00
July	18	note - - - -	989 33	July	7	check, 100; 242; 1,000 50	1,342 50
Sept.	12	do - - - -	2,968 00		26	do 370 and 100 - -	470 00
	19	do - - - -	990 50	Aug.	1	do - - - -	696 00
Nov.	14	do - - - -	3,957 33	Sep.	19	do 1,000 50; 3,200 -	4,200 50
1818.				Nov.	14	note - - - -	4,002 00
Jan.	16	do - - - -	3,957 33	1818.			
	26	do - - - -	50 00	Jan.	16	do - - - -	4,002 00
Mar.	20	do - - - -	3,957 33	Mar.	20	do - - - -	4,000 00
May	9	cash - - - -	50 00	May	22	do - - - -	4,000 00
	22	note - - - -	3,957 33	July	24	do - - - -	4,000 00
July	26	do - - - -	3,957 33	Aug.	20	do - - - -	3,990 00
Aug.	11	cash - - - -	100 00		22	do check - - -	119 10
	18	do - - - -	5,913 74	Sept.	25	check - - - -	4,000 00
	22	do - - - -	2,000 00	Oct.	5	do 573 05; 1,100; 100; 1,000; 100 - -	2,873 05
Sept.	25	do - - - -	3,561 60				
Oct.	14	do - - - -	280 00	Nov.	6	do 27; 3,600; 100; 100; 40; 200 - - -	4,067 00
	31	do - - - -	1,000 00				
Nov.	2	do - - - -	300 00	Dec.	3	do 50; 50; 106 50; 200; 50; 93 82 - -	550 32
	27	note - - - -	3,205 44				
1819.					16	do 80; 100; 50; 95; 50; 250 - - -	625 00
Jan.	23	cash - - - -	300 00				
	29	note - - - -	2,884 90	1819.			
April	2	cash - - - -	319 00	Jan.	22	do 50; 3,240 note -	3,290 00

DR. *Bank State of Mississippi in account with John Perkins*—Continued. CR.

1819.			1819.		
April 2	To note - - - -	$2,597 00	April 2	By note, 2,916 - - -	$2,916 00
June 4	do - - - -	2,597 00	June 4	do - - - -	2,625 00
11	do - - - -	2,473 34	14	ck., 394 25; 220; 950; 200	1,764 25
July 14	cash - - - -	1,000 00	19	check, 100; 68; 100; 35; 43 25; 110 - -	456 25
June 15	do - - - -	1,000 00	July 13	do 137 22; 20; 120; 100; 150 - - -	527 22
Aug. 15	note - - - -	2,597 00	Aug. 6	note - - - -	2,625 00
15	cash - - - -	2,980 00	7	ck., 40; 200; 100; 60 12; and 110 - - -	510 12
Oct. 8	note - - - -	2,597 00	13	note - - - -	2,500 00
13	cash - - - -	100 00	18	ck., 31 50; 800; 200; 500; 50 - - - -	1,581 50
14	do - - - -	80 00	25	ck., 185 56; 183 68; 100; 250; 720 - - -	1,439 24
Dec. 2	do - - - -	870 43	Oct. 8	note - - - -	2,625 00
3	do - - - -	250 00	Dec. 10	do - - - -	2,625 00
10	note - - - -	2,336 81	24	ck., 70 25; 50; 150; 51; 100 - - - -	421 25
20	cash - - - -	510 74	1820.		
21	do - - - -	402 13	Feb. 11	note - - - -	2,362 00
1820.			Mar. 3	ck., 251 88; 1,100; 250; 1,500 - - -	3,101 88
Feb. 5	do - - - -	160 00	April 14	note - - - -	2,126 00
9	do - - - -	259 88			
11	do - - - -	2,103 33			
April 14	note - - - -	2,103 33			
26	cash - - - -	100 00			
May 2	do - - - -	1,500 00			
4	do - - - -	1,500 00			
31	do - - - -	4,000 00			

June 16	note		2,103 33	May 19	ck., 191 10; 2,000; 200; 57 42		2,448 52
Aug. 18	do		2,103 33	June 5	ck., 150; 200; 533 81; 350; 35 50		1,269 31
Oct. 20	do		2,103 33	16	note		2,126 00
Dec. 22	do		1,998 45	26	ck., 50; 150; 130		330 00
1821.				Aug. 18	note		2,126 00
Feb. 18	cash		100 00	Oct. 20	do		2,126 00
23	note		1,798 61	Dec. 22	do		2,126 00
April 25	cash		198 46	1821.			
27	note		1,619 54	Jan. 2	check		72 00
28	cash		1,231 25	Feb. 23	note		2,020 00
June 29	note		1,619 54	April 27	do		1,818 00
Aug. 31	do		1,619 54	28	ck., 500; 62 08; 121 11; 70 50		753 69
Sept. 1	cash		34 28	30	ck., 80; 198 46		278 46
Oct. 27	do		200 00	June 29	note		1,637 00
Nov. 2	note		1,458 28	Aug. 31	do		1,637 00
30	cash, Freeland		5,952 00	Nov. 2	do		1,637 00
Dec. 1	do		12 00	Dec. 1	check		2,000 00
1	do		2,000 00	8	check, 3,964; 2,000		5,964 00
22	do		140 00	1822.			
1822.				Jan. 4	note		1,474 00
Jan. 4	note		1,312 85	Mar. 8	do		1,327 00
June 8	do		1,327 00	1825.			
1825.				Feb. 4	check, 210; 241 97		451 97
Feb. 4	cash		451 84	Mar. 11	note		2,500 00
Mar. 11	note		2,473 33	11	ck., 1,000; 500; 500; 450		2,450 00
May 13	cash		26 67	July 15	note		2,500 00
13	note		2,473 33				
July 15	do		2,473 33				
15	cash		26 67				

Fourniquet and Wife et als. vs. Perkins.

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DR. *Bank State of Mississippi in account with John Perkins*—Continued. CR.

1825.				1825.		
Sept. 23	To note	$2,473 33		Sep. 26	By note	$2,500 00
Nov. 15	cash	26 67		Nov. 18	do	2,500 00
18	note	2,473 33		1826.		
18	cash	4 84		Mar. 25	ck., 100; 100; 248 42; 50; 100	598 42
1826.				April 11	ck., 57 82; 180 96; 73 13; 172 50; 50; 150	684 41
Mar. 24	note	1,484 00		29	ck., 193 60; 1,500; 393 25; 78; 191	2,355 85
May 26	do	1,484 00		1826.		
June 10	bill	2,955 00		June 12	ck., 238 66; 500; 393 63; 200; 250	1,582 29
17	do	985 00		17	ck., 985; 700; 1,500; 1,500	4,685 00
July 28	note	1,484 00		Oct. 13	ck., 3,000; 1,500; 2,865; 350	7,715 00
Aug. 26	cash	14 47		1827.		
Sept. 29	note	1,484 00		Feb. 10	ck., 284 19; 450 45	734 64
Oct. 1	cash	16 00		April 13	check	1,988 67
13	note	2,968 00		May 11	note	2,000 00
21	cash	32 00		July 18	do	2,000 00
Dec. 1	note	1,038 80		Aug. 10	check	100 00
2	cash	461 20		Sep. 14	note	2,000 00
1827.				Nov. 16	do	2,000 00
Feb. 9	note	3,957 33		1829.		
April 13	do	1,988 67		April 6	check	1 75
May 11	do	1,980 34				
23	cash	15 00				
June 1	do	20 00				
July 13	note	1,978 67				

14	cash - - - -	21 33	1831.			
17	do - - - -	100 00	June 1	check - - - -	1,000 00
Sept. 14	note - - - -	1,978 67			
Nov. 18	do - - -	1,978 67			
27	cash - - - -	19 63			
1831.					
April 15	do - - - -	1 75			
May 20	do - - - -	1,000 00			
		$152,445 16			$152,445 16

Copied from the books of the Bank of the State of Mississippi, Natchez, 21st March, 1842.

J. BEAUMONT.

Endorsements: No. 6; 1268, filed 25th March, 1842.

W. BYUR, *Deputy clerk, court probates.*

R. 5; filed 25th January, 1851.

W. M. RANDOLPH, *Master in chancery.*

filed with master's report, June 16th, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Fourniquet and Wife et als. vs. Perkins.

2479.

Releases and receipts.

Endorsed: Wm. Rutherford, attorney in fact for F. A. Bynum, to John Perkins, &c., &c.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that this day before me, Greenberry Ridgely Stringer, notary public in and for the city of New Orleans, duly commissioned, personally appeared Nicholas C. Hall, of this city, merchant, attorney in fact of Francis A. Bynum, of the parish of Rapide, in this State, duly constituted and herein acting under the act of procuration hereunto in the margin annexed; the said appearer declared that *that* in virtue of said power he has collected and received of John Perkins, of the parish of Concordia, of this State, by the hands of A. and S. Fisk and Co., of this city, merchants, agents of the said Perkins, the sum of two thousand six hundred and sixty dollars, being the amount of a promissory note subscribed by the said John Perkins, dated the 30th of April, 1812, payable in cash or cotton, on or before the 10th March, 1822, which note being thus fully satisfied and paid, the said attorney in presence of me, notary, did deliver to the said agent, hereby granting full and entire receipt and acquittance for the same, and consenting that any lien or mortgage granted to secure the payment of said note may be cancelled and annulled. This done and acquitted at New Orleans aforesaid, this tenth day of June, in the year one thousand eight hundred and twenty-two. In presence of Lewis M. Taney, Hugh R. Gordon, witnesses, who hereunto sign their names with the appearers and me, notary.

(Signed) NICHOLAS C. HALL,
L. M. TANEY,
HUGH R. GORDON,
G. R. STRINGER,
Not. pub.

I certify the foregoing to be a true copy of the original extant in my current register; in faith whereof I grant these presents under my signature and seal of office, at New Orleans, this eleventh day of June, 1822.

G. R. STRINGER, *Not. pub.*

Recorded 31st October, 1822.

STATE OF LOUISIANA,
Parish of Concordia.

I, Alexander C. Hunter, in and for the parish aforesaid, do hereby certify, that the within release is a true copy of the act of release from Francis A. Bynum to John Perkins, of record in my office.

[SEAL.] In testimony whereof I hereunto set my hand and seal of office, at Vidalia, this 12th day of October, A. D. 1846.

A. C. HUNTER, *Recorder.*

William Miller, attorney in fact, to John Perkins—Release.

Know all men by these presents, that I, William Miller, of the parish of Rapide, and State of Louisiana, attorney in fact of Francis A. Bynum, of said parish of Rapide, having received of John Perkins, of the parish of Concordia, in the State aforesaid, the sum of two thousand six hundred and sixty dollars in full of his obligation to said Bynum for that sum, dated (the 13th,) thirteenth day of April, in the year of our Lord one thousand eight hundred and twelve, and payable the tenth day of March, in the year of our Lord one thousand eight hundred and twenty-one, being the one-tenth part of the consideration of a certain mortgage made and executed on the thirteenth day of April, in the year of our Lord one thousand eight hundred and twelve, by said John Perkins to said Francis A. Bynum, now of record, in the parish of Concordia aforesaid, as will more fully appear, reference thereto being had. Now know ye, that in consideration of the premises aforesaid, I do hereby acquit, exonerate, and discharge said John Perkins of said sum of two thousand six hundred and sixty dollars, and do also release to him, the said Perkins, so much of said mortgage as was given to secure the payment of the aforesaid sum. In witness whereof I have hereunto set my hand and seal, this eighteenth day of April, in the year of our Lord one thousand eight hundred and twenty-one.

WILLIAM MILLER,
For F. A. BYNUM, [SEAL.]
Attorney in fact.

In presence of—WM. A. OLD,
DAVID HENNING.

STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that on the 18th day of April, in the year of our Lord one thousand eight hundred and twenty-one, personally appeared before the undersigned, judge in and for the parish aforesaid, the within named William Miller, attorney in fact for Francis A. Bynum, and acknowledged the within instrument of writing to be his free and voluntary act for the purposes therein mentioned and expressed, and desired the same to be recorded as such.

Given under my hand this day and year first above written.

EDWARD BROUGHTON,
Judge of the parish of Concordia.

Recorded 18th April, 1821.

STATE OF LOUISIANA,
Parish of Concordia.

I, Alexander C. Hunter, recorder in and for the parish aforesaid, do hereby certify, that the within is a true copy of the release from

F. A. Bynum, jr., his attorney in fact William Miller, to John Perkins, of record in my office.

In testimony whereof I hereunto set my hand and seal [SEAL.] of office, at Vidalia, this 12th day of October, A. D. 1846.

A. C. HUNTER, *Recorder.*

Endorsed. Recorded, book C, pp. 521 and '2.

William Shipp, attorney in fact for Francis A. Bynum, to John Perkins—Release.

Know all men by these presents, that I, William Ship, of the city of Natchez, and State of Mississippi, attorney in fact for Francis A. Bynum, of the parish of Rapide, and State of Louisiana, have, for and in consideration of the sum of twenty-six hundred and sixty dollars, to me in hand paid, remised, released, and forever quit claimed, and by these presents do remise, release, and forever quit claim, unto John Perkins, of the parish of Concordia, and State of Louisiana, his heirs, executors, and administrators, and every of them forever, acquit and release of all demands whatever of the said Bynum against the said Perkins up to the first day of April last past.

In witness whereof I have hereunto set my hand and seal this 27th day of June, eighteen hundred and twenty.

WM. SHIPP, [SEAL.]
Attorney in fact for F. A. BYNUM.

Signed, sealed, and delivered in presence of—
W. S. PARKER,
JOHN J. WHITE.

THE STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that on the day of the date hereof, personally, before the undersigned, judge in and for the parish aforesaid, appeared the above named William Shipp, attorney in fact for Francis A. Bynum, and acknowledged the foregoing instrument of writing to be his free and voluntary act and deed for the purposes therein expressed and contained, and desired the same to be recorded as such.

Given under my hand this ninth day of August, A. D. 1820.

EDWARD BROUGHTON,
Judge of the parish of Concordia.

Recorded 9th August, 1820, in book C, p. 424.

STATE OF LOUISIANA,
Parish of Concordia.

I, Alexander C. Hunter, recorder in and for the parish aforesaid, do hereby certify, that the within is a true copy of the release from F.

A. Bynum, by his attorney in fact, to John Perkins, of record in my office.

In testimony whereof I hereunto set my hand and seal of
[SEAL.] office, at Vidalia, this twelfth day of October, A. D. eighteen hundred and forty-six.

A. C. HUNTER, *Recorder.*

William Rutherford, attorney in fact for F. A. Bynum—Receipt—to John Perkins.

Know all men by these presents that I, William Rutherford, of the city of Natchez, attorney in fact of Francis A. Bynum, of the parish of Rapide, having received of John Perkins, of the parish of Concordia, two thousand six hundred and sixty dollars, in full of his obligation to said Bynum of that sum, dated 30th April, 1812, payable the 10th day of March, 1818, being the one-tenth part of the consideration of a certain mortgage made and executed on the 30th day of April, 1812, by said John Perkins to said Bynum, now of record in the parish of Concordia, as will more fully appear, reference being thereunto had: Now, know ye, that, in consideration of the premises, I do hereby acquit and discharge the said John Perkins of said sum of two thousand six hundred and sixty dollars, and do release to him, the said Perkins, so much of said mortgage as was given to secure the payment of that sum. In witness whereof I have hereunto set my hand and seal this day and year, to wit, the 18th day of August, 1818.

WM. RUTHERFORD, [SEAL.]
Att'y in fact.
For F. A. BYNUM.

Signed, sealed, and delivered in presence of—
E. MONTGOMERY.

STATE OF LOUISIANA, *parish of Concordia.*

Be it remembered that, on the (19th) nineteenth day of August, in the year of our Lord one thousand eight hundred and eighteen, personally appeared before the undersigned, judge in and for the parish of Concordia aforesaid, the within named William Rutherford, attorney in fact for F. A. Bynum, and acknowledged the within instrument of writing to be his free and voluntary act and deed for the purposes therein expressed, and desired the same to be recorded as such. Given under my hand the day and year aforesaid.

EDWARD BROUGHTON,
Judge of the parish of Concordia.

THE STATE OF LOUISIANA, *parish of Concordia.*

In testimony whereof I have hereunto set my hand and seal of office the day and year last aforesaid written.

EDWARD BROUGHTON,
Judge of the parish of Concordia.

Recorded 19th August, 1818, in book C, p. 185.

STATE OF LOUISIANA, *parish of Concordia.*

I, Alexander C. Hunter, recorder in and for the parish aforesaid, do hereby certify, that the within is a true copy of the receipt of William Rutherford, att'y in fact for F. A. Bynum, to John Perkins, of record in my office.

In testimony whereof I hereunto set my hand and seal of office, at Vidalia, this 12th day of October, 1846.

[SEAL.]

A. C. HUNTER, *Recorder.*

Note.—The foregoing three instruments of release and one receipt are all contained in one document, as offered before the masters in chancery, and endorsed as follows:

(33) 1268. Wm. Rutherford, att'y in fact for F. A. Bynum, to John Perkins, 18th August, 1818.

Doc. "A," filed Dec. 4th, 1848, (1848.)

L. HUNTON, *Master in ch'y.*

Filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

John Perkins and wife to Charles C. Rives.

To all to whom these presents shall come—John Perkins and Mary, his wife, of the parish of Concordia, State of Louisiana, sendeth greeting:

Know ye, that the said John Perkins and Mary, his wife, for and in consideration of seven hundred and fifty dollars, to them in hand paid, the receipt whereof is hereby acknowledged, hath remised, released, and forever quit claimed, and by these presents doth, for him and his heirs, and her and her heirs, remise, release, and forever quit claim, unto Charles C. Rives, of the parish and State aforesaid, and to his heirs and assigns forever, all the estate, right, title, interest, claim, and demand whatsoever, of him, the said John Perkins, and Mary, his wife, in or to all that piece or parcel of land lying and being on Lake Concordia, in the parish and State aforesaid, and being that portion which fell to the said Mary Perkins by the death of her brother, William Rives, late of the parish and State aforesaid, deceased, containing fifty arpents, be the same more or less, (reserving, however, out of it the burial ground and one acre around it,) with the appurtenances; to have and to hold the said described premises above mentioned unto the said Charles C. Rives, his heirs and assigns, to the only proper use and behoof of him, the said Charles C. Rives, his heirs and assigns, forever; so that neither he, the said John Perkins, or Mary, his wife, their heirs or assigns, or any other person or persons for him or them, or in their names or right, shall or may, by any means whatever, at any time hereafter, claim, challenge, or demand any estate, right, title, or interest of, in, or to, the said land and premises, or any part thereof.

But from all and every action and actions, estate, right, title or interest, claim and demand, of, in, or to the said premises, or any part or parcel thereof, they, and every of them, shall be forever barred by these presents. And the said John Perkins and Mary, his wife, and their heirs, the said lands, tenements, hereditaments, and premises, with the appurtenances, to the said Charles C. Rives, his heirs and assigns, against them, the said John Perkins and Mary, his wife, their heirs and assigns, shall and will warrant, and forever defend, by these presents. In witness whereof the said John Perkins and Mary, his wife, have hereunto set their hands and seals, this fifteenth day of January, in the year of our Lord one thousand eight hundred and twenty, and the parish judge hereby consenting, as well the said Charles accepting these presents.

JNO. PERKINS, [SEAL.]
MARY PERKINS, [SEAL.]
CHARLES RIVES. [SEAL.]

Signed, sealed, and delivered in the presence of—
HENRIETTA PERKINS,
MARY J. MILLER.

The signature of Charles C. Rives made and acknowledged in the presence of us.

JOHN J. WHITE,
JOS. DUNLAP.

THE STATE OF LOUISIANA, *parish of Concordia.*

Be it remembered, that on the day of the date hereof personally appeared before me, the undersigned, judge in and for the parish aforesaid, the foregoing named John Perkins and Mary, his wife, and acknowledged the foregoing instrument of writing to be their free and voluntary act and deed for the purposes therein expressed and contained, and desired the same to be recorded as such. Given under my hand this fourth day of June, in the year of our Lord one thousand eight hundred and twenty.

EDWARD BROUGHTON,
Judge of the parish of Concordia.

Recorded, June 14th, 1820.

STATE OF LOUISIANA, *parish of Concordia.*

I, Alexander C. Hunter, recorder in and for the parish of Concordia, do hereby certify the above and foregoing to be a true copy of the deed from John Perkins and wife to Charles C. Rives, as recorded in book C, in my office.

In testimony whereof I hereunto set my hand and seal of office, at Vidalia, this twenty-eighth September, 1846.

[SEAL.]

A. C. HUNTER, *Recorder.*

Endorsed: (Copy,) "C." ("31,") "1268."
Filed in evidence by complainants.

L. HUNTON, *Master in ch'y.*

Filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

John Budd to Charles Petterson—Conveyance.

Know all men by these presents that I, John Budd, of the county of Concordia, and State of Louisiana, for and in consideration of the sum of two hundred dollars, to me in hand paid, the receipt of which I do hereby acknowledge, hath granted, bargained, and sold, unto Charles Petterson, of the county and State aforesaid, my settlement and pre-emption lying on Bayou Vidal, in the county aforesaid, it being the same tract of land whereon Isaac House and myself commenced building a saw mill, and on which the said Charles Petterson has erected a saw and grist mill. The right, title, and claim of said settlement and pre-emption I do, for myself and my heirs, forever warrant and defend unto the said Charles Peterson, and his heirs, against the claim of me and my heirs, and all persons whatever, claiming or to claim, under me.

In witness whereof I have hereunto set my hand and seal the tenth day of October, eighteen hundred and eighteen.

JOHN BUDD. [SEAL.]

Signed, sealed, and delivered in the presence of—
SAMUEL RICHARDS,
JAMES THOMPSON,
JOHN PERKINS.

STATE OF LOUISIANA, *parish of Concordia.*

Be it remembered, that on the day of the date hereof personally appeared before the undersigned, judge of the parish aforesaid, the within named John Budd, grantor, and acknowledged the within instrument of writing to be his free and voluntary act and deed for the purposes therein expressed and contained, and desired the same to be recorded as such. Given under my hand this twenty-second day of February, in the year of our Lord one thousand eight hundred and twenty.

EDWARD BROUGHTON,
Judge of the parish of Concordia.

Recorded March 28th, 1819.

STATE OF LOUISIANA, *parish of Concordia.*

I, Alexander C. Hunter, recorder in and for the parish aforesaid, do hereby certify, that the within conveyance is a true and correct copy of the deed from John Budd to Charles Petterson, as recorded in notarial record book C, page 303, in my office.

In testimony whereof I hereunto set my hand and seal of office, at Vidalia, this twenty-eighth day of September, 1846.
[SEAL.]
A. C. HUNTER, *Recorder.*

Endorsed: ("29,") "1268," "D." Filed by compl't in evidence.
L. HUNTON, *Master in ch'y.*

Filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Isaac House to Chas. Peterson, agreement.

Memorandum of an agreement between Isaac House and Charles Peterson.

The said House has sold, and agrees to confirm unto the said Charles Peterson, all his right and title and claim unto an improvement made by John Budd, it being the same now known by said House's mill seat, together with all his mill work, irons, timber, saw, &c., against all claims except that of the United States. Also all that part of his Mound tract lying below the Spring bayou, or as much as the said Patterson may wish to take, not to go above said Spring bayou, for which the said Charles Peterson obliges himself to pay to the said Isaac House eight hundred dollars out of the first moneys the said Peterson raises from the saw mill which he contemplates building on the aforesaid mill seat, except one hundred dollars which must be paid on demand. The said House further agrees to aid said Peterson all he can in his power to procure evidence to prove the claims aforesaid, and keeping all others out of possession until said Peterson or his agent is ready to reside thereon.

Witness our hands, the 20th October, 1815, Louisiana State, Concordia county.

his
ISAAC X HOUSE,
mark
CHARLES PATTERSON,
Test: JOHN CUMMING.

I received, June 15th, 1819, of Charles Patterson, two hundred and thirty-five dollars in full for the settlement of the pre-emption made by John Budd; and also the lower half of the mound of Mound tract, conveyed to me by John M. Bradley on the Mount bayou or Bayou Vidal, State of Louisiana, and Concordia county, which said tracts of land, with their appurtenances thereunto belonging, I do hereby, for myself, my heirs, executors and administrators, convey unto the said Charles Patterson, [or] his heirs, and agreeable to the foregoing agreement.

Witness my hand and seal the date above written.

ISAAC HOUSE. [SEAL.]

Signed, sealed, and delivered in the presence of—
WILLIAM HOUSE,
his
ISAAC X VILEY,
mark
MAND ROWLAND.

STATE OF LOUISIANA, *parish of Concordia.*

Be it remembered, that on the day of the date hereof personally appeared before me, the undersigned, judge of the parish aforesaid, the within named Isaac House, grantor, and ackowledged the within instrument of writing to be his free and voluntary act and deed for the purposes therein expressed and contained, and desired the same to be recorded as such.

Given under my hand, this twenty-second day of February, in the year of our Lord one thousand eight hundred and twenty.

EDWARD BROUGHTON,
Judge of the Parish of Concordia.

Recorded 28th March, 1820.

STATE OF LOUISIANA, *parish of Concordia.*

I, Alexander C. Hunter, recorder in and for the parish of Concordia, do hereby certify, that the within agreement, receipt, &c., is a true copy of the record as contained in book C in my office.

[SEAL.] In testimony whereof I hereunto set my hand and seal of office, this 28th day of September, A. D. 1846.

A. C. HUNTER, *Recorder.*

Endorsed: ("28,") "E." "Filed by complainant.
L. HUNTON, *Master in chancery.*

"1268, filed with master's report 16th June, 1851."
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Testimony offered in behalf of defendant

Interrogatories to E. Broughton and Sarah Broughton.

E. P. FOURNIQUET and Wife,
and M. W. Ewing and Wife,
vs.
JOHN PERKINS.

Before master in chancery, U. S. circuit court, district of Louisiana.

Interrogatories to be propounded to Edward Broughton and Sarah Broughton, witnesses for defendant, whose testimony will be read on

the hearing of this cause on the part of defendant, said witnesses residing in :

1st. Are you acquainted with the parties to this suit?

2nd. Do you recollect the transactions which occurred between the defendant, John Perkins, and yourselves, in the years 1818 and 1819, by which the defendant conveyed to the witness, Sarah Broughton, in trust for her children, certain property which the witness Edward Broughton had previously conveyed to defendant? Will you please state what was the true nature of that transaction; whether the defendant John Perkins had ever any real title or interest in any of the said property, or ever paid anything for it; or whether he ever had any other motive or object in the transaction, except to save the witnesses by securing the property to their children? Were the negroes, Joe, Guy, Harry, Leno, Julia, Mary, and Lucy, mentioned in the deed of gifts by the defendant to said Sarah, ever the property, or in possession of defendant, or did he ever pay anything for them, or for the personal property mentioned in the same deed?

3d. The witness, Edward Broughton, will please state whether he paid the sum of six hundred dollars to John Perkins, the defendant, for a tract of land purchased from him in the parish of Concordia, about one mile below the town of Vidalia; and for which said Perkins executed a deed to him on the first of October, 1817. Did Watson pay the price in cash as acknowledged in the deed, or was it paid afterwards, and how, at what times, and in what years was the price of said land paid to defendant? State all your knowledge fully on the subject?

4th. If either of you know any thing further in reference to the above matters, or the subject of controversy, which may be material to the parties, please state the same as fully and particularly as if interrogated thereto.

A. N. OGDEN,
One of the solicitors for defendant.

Cross interrogatories to Edward Broughton and his wife, Mrs. Sarah Broughton.

The complainants, Fourniquet and wife, and Ewing and wife, saving and reserving to themselves all manner of legal objections to the direct interrogatories propounded on the part of John Perkins, the defendant, specially object to the 2d direct interrogatory as going to vary and discredit the tenor of a written instrument, made full and conclusive evidence by the laws of Louisiana, and the general laws of evidence in relation to such like instrument. The complainants proceed to propound to the witnesses the following cross questions:

First. Please look at the accompanying paper, marked ("A,") purporting to be a copy of a deed of mortgage executed by you to the defendant on the 25th day of September, 1818, and say if you do or not believe it to be a true copy of the original instrument, and if it does

or not fairly represent the transaction referred to in defendant's 3d interrogatory?

Second. Were the notes executed by you for $1,200 each, as set forth in said instrument, paid by you in cash, as they severally fell due; if not paid in cash, how and when were they paid?

Third. Did you or not reconvey to the defendant the tract of land referred to in defendant's 3d interrogatory, and for which you stipulated to pay him $6,000, and secured the payment thereof *bu* the aforesaid mortgage? If you reconveyed said land to defendant, when; how did he pay you therefor; in cash, or by relinquishing his mortgage, and giving up your notes?

Fourth. How much did you actually and in fact pay the defendant in cash for the said purchase from 12th August, 1818, until 12th August, 1824? Please state with all particularity.

Fifth. If you sold the Concordia tract of land, to whom did you sell it, and when was the payment therefor made to you in cash, or were the note executed by you to defendant returned as a payment therefor?

E. P. FOURNIQUET.

Copy of Mortgage, marked ("*A.*")

Edward Broughton to John Perkins.

Know all men by these presents, that I, Edward Broughton, of the parish of Concordia, State of Louisiana, stand bound and indebted to John Perkins, of same place, in the sum of six thousand dollars, in the following manner, to wit: By five several promissory notes bearing even date herewith; by one of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and nineteen; by one other of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty; by one other of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty-one; by one other of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty-two; and lastly, by one other of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty-three, all to bear ten per cent. interest after they become due, and until paid; and for the securing the payments of the said five several promissory notes of twelve hundred dollars each, on the day and at the times above mentioned for the payment thereof, have executed and delivered to the said John Perkins the mortgage hereto annexed, and bearing date, even date herewith, on the parcel of lots number two and four, in square No. 3, in the city of Natchez, on which Peter Narden now resides, having forty-one feet front on the south side of Main street, and bound-

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ed as follows: Beginning at the northeastwardly corner of said lot hereby granted on Main street, and running thence southwardly, along the line of James Moore's lot, one hundred and forty-five feet; thence westwardly, at right angles with said Moore's line, thirty-three feet; thence northwardly, and parallel with said Moore's line, thirty-seven feet; thence westwardly, at right angles with the last mentioned line, eighty feet; thence northwardly, and parallel with said Moore's line, one hundred and eighty feet, to said Main street; thence eastwardly, along the line of said Main street, forty-one feet, to the place of beginning. Being the same lots or parts of lots conveyed at different times by James Moore and wife, and Samuel Postlethwaite and wife, to said Peter Narden, and by said Peter Narden by deed of conveyance, bearing date the twenty-first day of September, in the year of our Lord one thousand eight hundred and eighteen, to the said Edward Broughton, as will more fully and at large appear, reference being had to said deed on record in the clerk's office of the county of Adams, in the Mississippi State, in book K, pages 191 and '2, of the record of deeds.

Now, if I, the said Edward Broughton, do not well and truly pay to the said John Perkins, his heirs, executors, administrators, or assigns, or cause to be paid, the said several notes before mentioned and recited, on the day and at the time appointed for the payment thereof, then, and in such case, and upon my making default in paying either of the said notes, sums of money, on the days limited and appointed for payment thereof, I do authorize and empower, and the said John Perkins is hereby authorized and empowered, and in case of his death, his executor or executors, administrator or administrators, are authorized and empowered, to enter in and upon, and take possession of, the said lots, or such part as he may deem necessary, for such price or prices as can be had for the same in ready money, at public auction, giving thirty days' notice of the time and place of sale by advertisement in a newspaper, published in the city of Natchez; and the proceeds of such sale or sales to be applied, in the first place, to defray the expenses of the execution of this power; and, in the second place, to discharge the said promissory note for which the sale was made *for*, with ten per cent. interest on said note from the time it becomes due, until the proceeds of said sale is applied to the payment thereof; and so to continue offering the said property for sale as aforesaid, year after year, until all the notes are satisfied and paid up agreeably to the tenor of said mortgage and notes before recited; and for the purpose aforesaid I have made, constituted, and appointed the said John Perkins my true and lawful attorney, and upon the sale of said property, lot or lots, or any part or parts thereof, for me, and in my name, place, and stead, to sign, seal, and deliver, and acknowledge all such deed or deeds of conveyance as shall or may be necessary for the absolute granting and confirming the aforesaid lot or lots, or such part thereof as may be sold to the purchaser or purchasers, in fee simple, hereby giving and granting to my said attorney my whole power, strength, and authority, in and about the premises, to have, use, and take all lawful ways and

means in my name for the purpose aforesaid, and generally to do whatever is necessary and needful to be done in and about the premises, for me and in my name, as fully as I might or could do if personally present, and attorneys, one and more under him, to nominate and appoint, and again at pleasure to revoke, hereby ratifying and holding for firm and valid whatever said attorney shall lawfully do in and about the premises by virtue hereof.

In witness whereof I, the said Edward Broughton, have hereunto set my hand and seal this twenty-fifth day of September, in the year of our Lord one thousand eight hundred and eighteen. Before signing, and sealing, and delivering, the words "on or before the first day of January," inserted in the second from the bottom of the first page, and the word "interest" inserted in the tenth line from the top of the fourth page.

(Signed) EDWARD BROUGHTON. [SEAL.]

Signed, sealed, and delivered in the presence of—
ELIJAH SMITH,
WOODSON WREN.

I do hereby accept the foregoing powers delegated to me on the conditions above mentioned.

(Signed) JOHN PERKINS.

Witness—ELIJAH SMITH,
WOODSON WREN.

Agreement.

We agree that T. J. O. Morrison, justice of the peace in the county of New Madrid, State of Missouri, or any other justice of the peace for said county, may act as commissioner to take the examination herein, waiving proof of his official character. December 6th, 1848.

A. N. OGDEN,
For defendant.
JOHN HENDERSON,
Solicitor for complainant.

Deposition of witnesses produced, sworn, and examined, at the residence of Edward Broughton, in the county of New Madrid, and State of Missouri, before me, Thomas J. O. Morrison, a justice of the peace within and for the county and State aforesaid, in a certain cause now pending before the master in chancery in the United States circuit court for the district of Louisiana, between E. P. Fourniquet and wife, and M. W. Ewing and wife, plaintiffs, and John Perkins, defendant, on the part of defendant.

Edward Broughton, of lawful age, being produced, sworn, and examined, on the part of defendant, deposeth and saith, in answer to defendant's first interrogatory, to wit:

Interrogatory first by defendant. Are you acquainted with the parties to this suit?

Answer to first interrogatory. Yes, I am intimately acquainted with all the parties named in the said suit.

Interrogatory second by defendant. Do you recollect the transaction which occurred between the defendant, John Perkins, and yourself, in the year 1818 and 1819, by which the defendant conveyed to the witness, Sarah Broughton, in trust for her children, certain property which the witness, Edward Broughton, had previously conveyed to defendant? Will you please state what was the true nature of that transaction; whether the defendant, John Perkins, had ever any real title or interest in any of the said property, or ever paid any thing for it; or whether he ever had any other motive or object in the transaction, except to save the witnesses, by securing the property to their children? Were the negroes, Joe, Guy, Harry, Leno, Julia, Mary, and Lucy, mentioned in the deed of gift by the defendant to the said Sarah, ever the property or in possession of defendant, or did he ever pay any thing for them, or for the personal property mentioned in the sale deed?

Answer to second interrogatory. Yes, I have a distinct recollection of that transaction. Its true nature and intention was to secure to Sarah Broughton and her children the property in said bill of sale or trust mentioned; John Perkins, the defendant, never having paid for, owned, or had possession of the said slaves, Joe, Guy, Harry, Leno, Julia, Mary, and Lucy, indented servant, and her child, Jim, with the personal property therein mentioned, but merely acting as a party disinterested in conveying the said property to the witness, Sarah Broughton, in trust for her children; the real motive of the transaction being to remunerate her for the sale of certain other property of her's which had been previously disposed of in a different State.

Interrogatory third of defendant. Will you please state whether you paid the sum of six thousand dollars to John Perkins, the defendant, for a tract of land purchased from him in the parish of Concordia, about one mile below the town of Vidalia, and for which said Perkins executed a deed to you on the first day of October, 1817? Did you pay the price in cash as acknowledged in the deed, or was it paid afterwards, and how; at what time, and in what years was the price of said land paid to defendant? State all your knowledge fully on the subject.

Answer to third interrogatory. I purchased a tract of land from John Perkins, in the parish of Concordia, and State of Louisiana, about one mile below the town of Vidalia, for which tract of land I agreed to pay six thousand dollars. I executed to the said John Perkins five promissory notes for twelve hundred dollars each, making the amount of purchase money aforesaid. I afterwards exchanged the tract of land by me so purchased of the said John Perkins, the defendant, for the said sum of six thousand dollars, with one Peter Narden, of Natchez, Mississippi, for certain lots situated in said city of Natchez, which lots

I sold at public auction, and one James Foster became the purchaser, for which he executed to me his three promissory notes, payable in one, two, and three years, and also his bond or writing obligatory for the penal sum of nine thousand dollars, conditioned that he, the said Foster, should pay the said John Perkins, the defendant, my remaining four notes for twelve hundred dollars each, (one being previously paid,) due the said Perkins for the tract of land which I purchased from him, and to hold me harmless, and forever discharge the obligation of the accompanying deed of mortgage "A," all of which was faithfully performed by the said Foster; but this deponent does not recollect the date of each payment made to Perkins, but is well satisfied that he was fully paid, and my notes given up.

Interrogatory fourth by defendant. If you know any thing further in relation to the above matter or the subject in controversy which may be material to the parties, please state the same as fully and particularly as if interrogated thereto.

Answer to fourth interrogatory. In my answer to the second interrogatory I have not stated as fully and explicitly as the nature of the transaction would justify the manner and motive of the transactions between John Perkins and myself, in relation to the slaves and other property mentioned in the accompanying bill of sale, marked "B," and instrument of lease, marked C. Perkins never received any hire for the slaves and other property named in said lease; neither did he ever pay for, or hold possession of, any of the negroes named in the bill of sale. The Concordia land was not sold to Foster, but exchanged with Narden for property in the city of Natchez, which property was sold at public sale, and purchased by Foster. The six thousand dollars which I gave Perkins for the Concordia land was paid to Perkins after his marriage with Mrs. Mary Bynum, a widow lady.

Cross examination of Edward Broughton.

The complainants, Fourniquet and wife, and Ewing and wife, saving and reserving to themselves all manner of legal objection to the direct interrogatory propounded on the part of John Perkins, the defendant, specially object to the 2d direct interrogatory, as going to vary and discredit the tenor of a written instrument, made full and conclusive evidence in relation to such like instruments.

The complainants proceed to propound to the witnesses the following cross questions, to wit: First. Please look at the accompanying paper, marked A, purporting to be a copy of a deed of mortgage, executed by you to the defendant on the 25th day of September, 1818, and say if you do or not believe it to be a true copy of the original instrument, and if it does or not fairly represent the transaction referred to in defendant's third interrogatory.

Answer to the first cross interrogatory. I cannot say that the accompanying paper, marked A, contains a true copy of the mortgage referred to, but from the general tenor and contents of the same, and

my recollection on the subject, suppose them to contain a true copy of that instrument; but not being authenticated by the official signature and seal of the proper authority, this deponent will not answer positively as to the correctness of the papers here shown.

Second cross interrogatory. Were the notes executed by you for twelve hundred dollars each, as set forth in said instrument, paid by you in cash as they severally became due; if not paid in cash, how and when were they paid?

Answer to second cross question. The notes referred to in the deed of mortgage by me executed to John Perkins were all paid by me, mostly as stated by me in my answer to defendant's third interrogatory, by a transfer of the notes given me by James Foster for the purchase of the lots sold him in Natchez.

Cross question third. Did you or not reconvey to the defendant the tract of land referred to in defendant's third interrogatory, and for which you stipulated to pay him six thousand dollars, and secured the payment thereof by the aforesaid mortgage? If you reconveyed said land to defendant, when; how did he pay you for it, in cash or by relinquishing his mortgage, and giving up your notes?

Answer to third cross question. I have no recollection of any such reconveyance.

Fourth cross question. How much did you actually and fairly pay the defendant in cash for the said land purchased, from 12th August, 1818, until 12th August, 1824? Please state with all particularity.

Answer to fourth cross question. I have no recollection of the amount paid in cash, but can say as before stated that I paid Perkins in Foster's notes.

Fifth cross question. If you sold the Concordia tract of land, to whom did you sell it, and when was the payment thereof made to you in cash, or were the notes executed by you to defendant returned as a payment therefor?

Answer to fifth cross question. I exchanged the tract of land bought of Perkins for lots in the city of Natchez, which lots were afterwards sold to Foster, and Foster's notes transferred to Perkins in payment of my purchase from him, as I have more fully explained in my examination in chief; and further this deponent saith not.

EDW'D BROUGHTON.

Sworn to and subscribed before me this 29th day of December, A. D. 1848.

THOMAS J. O. MORRISON,
Justice of the peace.

Sarah Broughton, of lawful age, being produced, sworn, and examined, on the part of the defendant, deposeth and saith, in answer to the first interrogatory, to wit:

Interrogatory first by defendant. Are you acquainted with the parties to this suit?

Answer to first interrogatory. I was well acquainted with the parties referred to.

Second interrogatory by defendant. Do you recollect the transaction which occurred between the defendant, John Perkins, and yourself and husband, Edward Broughton, in the year 1818 and 1819, by which *by which* the defendant conveyed to you, in trust for your children, certain property which your husband, Edward Broughton, had previously conveyed to defendant? Will you please state what was the true nature of that transaction? Whether the defendant, John Perkins, had ever any real title or interest in any of said property, or ever paid any thing for it; or whether he ever had any other motive or object in the transaction, except to save the property, and secure it to your children; and [were] the negroes, Joe, Guy, Harry, Leno, Julia, Mary, and Lucy, mentioned in the deed of gift by the defendant to you, ever the property of defendant, or did he ever pay any thing for them, or for the personal property mentioned in the said deed?

Answer to defendant's second interrogatory. I have some recollection of that transaction; and as well as I can recollect my husband, Edward Broughton, being at that time entirely unembarrassed and out of debt, desired to secure to myself and children a certain amount of property in the State of Louisiana, in lieu and consideration of a simular amount of property which he received of mine, and sold in the State of Maryland, and for that purpose conveyed the said property in the deed of gift to me made by John Perkins, to the said John Perkins, without any moneyed consideration, the said John Perkins never having paid any thing or had possession of any of the negroes or other personal property mentioned; and had not, nor could have had, no other intention than to befriend me in that transaction.

SARAH BROUGHTON.

Sworn to and subscribed before me this 29th day of December, A. D. 1848.

THOMAS J. O. MORRISON.

STATE OF MISSOURI,
County of New Madrid.

It is hereby certified, Edward Broughton and Sarah Broughton were by me sworn and examined, and such examination reduced to writing, and subscribed by them respectively in my presence, and their said depositions are now herewith returned.

Given at New Madrid, in the county of New Madrid, and State of Missouri, this 29th day of December, 1848.

THOMAS J. O. MORRISON,
Justice of the peace.

Lease marked A, annexed to the foregoing interrogatories.

This indenture, made and entered into this sixth day of December, one thousand eight hundred and eighteen, between John Perkins, of

the parish of Concordia and State of Louisiana, of the one part, and Edward Broughton, of the said parish and State, of the other part, witnesseth: That the said John Perkins, for and in consideration of the covenants, performances, and conditions hereinafter stipulated to be kept and performed on the part of the said Edward Broughton, hath demised, granted, and let, unto the said Edward Broughton, the following negro slaves and *and* an indentured servant and child, and other property, to wit, Joe, Guy, Harry, Leno, Julia, Mary, and Lucy, an indentured servant, and her child Jim; also four head of horses and a farm wagon, being all the same negroes and other property sold and conveyed by said Edward Broughton to the said John Perkins, by bill of sale or indenture bearing date the second day of November, A. D. 1818: To have and to hold all and singular the above described negro slaves, and the indentured servant and child, and other property as aforesaid, unto the said Edward Broughton, for and until the first day of January, one thousand eight hundred and twenty. And the said Edward Broughton, for himself, his heirs, and assigns, hereby promises, covenants, and agrees, to and with the said John Perkins, that he, the said Edward, will feed the said negro slaves, and the indentured servant and her child, with good wholesome diet, and to furnish them with good and sufficient summer and winter clothing, and to supply them with medicine and medical aid when necessary, and likewise to treat them with humanity; also to take reasonable care of said horses and wagon during the time for which they are leased or hired; and at the end of said term, to wit, on the first day of January, eighteen hundred and twenty, the said Edward Broughton agrees and covenants to yield and deliver up, quietly and peaceably, to said John Perkins, his heirs, executors, administrators, or assigns, all and every of said negro slaves, the indentured servant and her child, and the increase of the female slaves thereof, also the said four horses and wagon.

In consideration of the aforesaid lease or hire of the aforesaid negroes and other property, the said Edward Broughton covenants, promises, and agrees, to and with the said John Perkins, to pay, or cause to be paid, unto the said John Perkins, his executors, administrators, or assigns, the sum of one thousand dollars, on or before the said first day of January, one thousand eight hundred and twenty.

In witness whereof the parties to these presents have hereunto set their hands and seals, the day and year first above written.

JNO. PERKINS, [L. S.]
EDW'D BROUGHTON. [L. S.]

Signed, sealed, and delivered, in the presence of—
JOHN BRADSHAW,
N. MCINNES.

THE STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that, on the sixth day of December, one thousand eight hundred and eighteen, personally appeared before the under-

signed, one of the justices of the peace in and for the parish aforesaid, the above and within named John Perkins and Edward Broughton, parties to this instrument of writing, and acknowledged the foregoing instrument of writing to be their free and voluntary act and deed, for the purposes therein expressed and contained, and desired the same to be recorded as such, agreeable to the statute in such cases made and provided.

Given under my hand officially, the day and year last aforesaid written.

N. McINNES, *J. peace.*

THE STATE OF LOUISIANA,
Parish of Concordia.

I, Norman McInnes, a justice of the peace in and for the parish aforesaid, do certify, that the foregoing instrument of writing is duly recorded in book C, pages 215 and 216, in the office of the parish judge of the parish aforesaid.

In testimony whereof I have hereunto set my hand officially, this day of December, in the year of our Lord one thousand eight hundred and eighteen.

N. McINNES, *J. peace.*

B.—*Bill of sale annexed to the foregoing interrogatories.*

Know all men by these presents, that I, Edward Broughton, of the parish of Concordia and State of Louisiana, for and in consideration of the sum of eight thousand three hundred and forty dollars, secured to be paid me by the first day of January, one thousand eight hundred and nineteen, by bond or tacit mortgage bearing even date herewith, given by John Perkins, of the parish of Concordia, Louisiana, at and before the ensealing and delivery of these presents, have bargained, sold, and delivered, and by these presents do bargain, sell, and deliver, unto the said John Perkins, the following negro slaves and other property, to wit, Joe, about thirty-three years of age; Guy, about twenty-one years of age; Harry, about fifteen years of age; Leno, about twenty-four years of age; Julia, about twenty-two years of age; Mary, about twelve years of age; also Lucy, an indentured servant to serve about seven years, and her boy child Jim, to serve with her during that term; also twelve milch cows and calves, four head of horses, and a farm wagon. To have and to hold the said negro slaves for life, and the said indentured servant and her child to serve during the term aforesaid, together with the milch cows, horses, and wagon, as described above, unto the said John Perkins, his heirs, executors, administrators, and assigns, to his and their only use, benefit, and behoof, for ever. And I, the said Edward Broughton, my heirs, executors, and administrators, the said bargained and sold slaves and indentured servant, and the said milch cows, horses, and wagon, unto the said John Perkins, his executors, administrators, and assigns, from and

against all persons whomsoever shall warrant and forever defend by these presents.

In witness whereof I have hereunto set my hand and seal, the second day of November, in the year of our Lord one thousand eight hundred and eighteen.

EDW'D BROUGHTON. [L. S.]

Signed, sealed, and delivered, in the presence of—
J. J. LAMB,
N. McINNES.

THE STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that, on the sixth day of December, in the year of our Lord one thousand eight hundred and eighteen, personally appeared before me, the undersigned, one of the justices of the peace in and for the parish aforesaid, the above and within named Edward Broughton, and acknowledged the foregoing instrument of writing to be his free and voluntary act and deed for the purposes therein described and contained, and desired the same to be recorded as such, agreeable to the statute in such cases made and provided.

Given under my hand officially, the day and year above written.

N. McINNES, *J. peace.*

$8,340.

On or before the first day of January, one thousand eight hundred and nineteen, I promise to pay Edward Broughton, or order, the sum of eight thousand three hundred and forty dollars, being the amount of the purchase money for the following named negroes, slaves, an indentured servant and child, and other property, as will more particularly appear, reference being had to the bill of sale bearing even date herewith, to wit, Joe, about thirty-three years of age; Guy, about twenty-one years of age; Harry, about fifteen years of age; Leno, about twenty-four years of age; Julia, about twenty-two years of age; Mary, about twelve years of age; also Lucy, an indentured servant to serve about seven years, with her boy child Jim; also twelve milch cows, four head of horses, and a farm wagon.

In testimony whereof I have hereunto set my hand and seal, this second day of November, in the year of our Lord one thousand eight hundred and eighteen.

JNO. PERKINS. [L. S.]

Signed, sealed, and delivered, in presence of—
N. McINNES.

THE STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that, on the day of the date hereof, personally appeared before the undersigned, one of the justices of the peace in and for the parish aforesaid, the above named John Perkins, and ac-

knowledged the foregoing instrument of writing to be his free and voluntary act and deed, for the purposes therein mentioned and contained, and desired the same to be recorded as such, agreeable to the statutes in such cases made and provided.

In testimony whereof I have hereunto set my hand officially, the sixth day of December, one thousand eight hundred and eighteen.

N. McINNES, *J. peace.*

THE STATE OF LOUISIANA,
Parish of Concordia.

I, Norman McInnes, justice of the peace in and for the parish aforesaid, do certify, that the within note or instrument of writing is duly recorded in book C, pages 214 and 215, in the office of the parish judge of the parish aforesaid.

In testimony whereof I have hereunto set my hand officially, this day of December, in the year of our Lord one thousand eight hundred and eighteen.

N. McINNES, *J. peace.*

THE STATE OF LOUISIANA,
Parish of Concordia.

I, Norman McInnes, a justice of the peace in and for the parish aforesaid, do certify, that the foregoing instrument of writing is duly recorded in book C, pages 213 and 214, in the office of the parish judge of the parish aforesaid.

In testimony whereof I have hereunto set my hand officially, this day of December, in the year of our Lord one thousand eight hundred and eighteen.

N. McINNES, *J. peace.*

Endorsed: Offered by defendant and filed.

W. M. R., *M. in ch'y.*

Filed with master's report, 16th June, 1851, 1268.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Receipt endorsed on the foregoing as follows:

Received, January 26th, 1819, of John Perkins, eight thousand three hundred and forty dollars, in full of this obligation or mortgage.

E. BROUGHTON.

Certificate of Commissioner of the General Land Office.

GENERAL LAND OFFICE, *Nov.* 17, 1848.

I hereby certify that, from the returns of sale made to this office by the land officers at Ouachita, Louisiana, it appears that lot one, of section four, in township fourteen north, of range twelve east, was purchased on the 21st of May, 1831, by Zelphea Steele, (late widow Price,) per certificate No. 551; that the lot or section six, same town-

ship and range, was purchased on the 17th November, 1831, by Ezra Steele, per certificate No. 695; that the lot or section seven, same township and range, was purchased the 21st of May, 1831, by Abner Steele, per certificate No. 552; that lot or section eight, same township and range, was purchased the 9th March, 1831, by John Perkins, per certificate No. 526; that lot or section nine, same township and range, was purchased the 9th March, 1831, by John Budd, (by John Perkins,) per certificate No. 527; that lot or section ten, same township and range, was purchased the 9th of March, 1831, by John Perkins, per certificate No. 525; that lot or section forty-six, same township and range, was purchased the 27th December, 1821, by John Perkins, per receipt No. 1, it being his preference right, back of his tract of twenty arpents front on the Mississippi, commissioner's certificate marked B, No. 231; that lot or section thirty-five, same township and range, was purchased the 21st February, 1822, by Joshua G. Clark and J. Loring, (who assigned to John Perkins,) per receipt No. 2, being a preference right to double depth back of their grant confirmed, commissioner's certificate No. 143, and on the Mississippi river, parish of Concordia; and that the plat of township 14 north, of range 12 east, on which the claims of Richard Warner, Antonio Carrol, Joseph Turo, and Ezekiel Lowe are laid down, is certified to as having been examined and approved by the surveyor general on the 21st of February, 1831.

In testimony whereof I, Richard M. Young, Commissioner of the General Land Office, have hereunto affixed my signature officially, and caused the seal of this office to be impressed, the day and year first within written.

[L. S.] RICHARD M. YOUNG,
Commissioner.

Endorsed: Offered in evidence by defendant, Dec. 27, 1848.
L. HUNTON, *Master in ch'y.*

1268, filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *Dy. clk.*

Agreement.—Filed 19th December, 1848.

E. P. FOURNIQUET & Wife & M. W. Ewing & Wife
vs.
JOHN PERKINS.

It is agreed that the clerk may issue commissions when asked for by either party, to take testimony on interrogatories and cross interrogatories, addressed to any judge, justice of the peace, or notary public of the place where such witnesses reside, in or out of the State, and that the name of the said officer need not be inserted in the commission, and the authentication of his capacity is waived.

A. N. OGDEN, *For defendant,*
E. P. FOURNIQUET.

December 19, 1848.

Endorsed: 1268. Filed December 19th, 1848.

Affidavit of E. P. Fourniquet.

E. P. Fourniquet & Wife and M. W. Ewing & Wife
vs.
John Perkins.

On reference before the masters in chancery.

Personally before the undersigned, a justice of the peace in and for the county of Harrison, and State of Mississippi, E. P. Fourniquet, one of the complainants, who upon his oath declares, that he has been informed, and verily believes, that there was a book commonly called a Plantation book, kept at the Somerset plantation during the years the defendant is called to account before the master; that the said book, as affiant is informed and believes, contained a list of the hands upon the plantation, the stock, horses, &c., thereon, the number and weight of the bales of cotton and barrels of corn made, and such other entries as are usually made in such Plantation journal; the said book is described as being bound in white, (probably in parchment,) and contains the entries made by Cannedy Casen while overseer in 1822 and 1823, the overseer of 1824, and also the entries of Moses Mulholland, the defendant's overseer in 1826 and 1827; this affiant believes the said book necessary for the investigation and establishment of his rights, and prays that the master will order its production for the inspection of the complainants.

(Signed) E. P. FOURNIQUET.

Sworn to and subscribed before me this 1st day of July, A. D. 1848.

J. G. SELPH, *J. P.* [seal.]

Order.

E. P. Fourniquet et Ux., &c.,
vs.
John Perkins.

Before the master in chancery, November 27, 1848.

On motion of E. P. Fourniquet, and upon filing affidavit, it is ordered, that the defendant, John Perkins, do produce, on or before the 20th December, the Plantation book referred to and described in the foregoing affidavit.

L. HUNTON,
Master in chancery.

Endorsed on the foregoing affidavit as follows:

"John Perkins being sworn says, that he has not in his possession, or under his control, any such book as is referred to in the within affidavit."

L. HUNTON,
Master in chancery.

December 11, 1848.

"Order to produce Plantation book."
"Filed with master's report, 16th June, 1851."

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

FOURNIQUET et als.
vs.
JOHN PERKINS. } In chancery.

The complainant now offers in evidence the testimony of Dr. Furniss, to prove the extent of clearings made on the lands of defendant and community lands. But the other matters to which the testimony may apply without being offered by complainant, may be received by the master so far as he may deem it relevant to the issues. This testimony is to be found in the record of the case of Mary B. Eskridge vs. John Perkins, and commences at page 12 of that record. If the transcript should prove to be inaccurate, an accurate transcript shall be filed.

W. M. RANDOLPH,
Master in chancery.

Endorsed: Filed with master's report, June 16th, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Testimony of W. R. McAlpin.

E. P. FOURNIQUET and WIFE and al.
vs.
JOHN PERKINS.

On reference to the master in chancery, U. S. circuit, district of Louisiana.

Interrogatories to be propounded to George Luke and W. R. McAlpin, witnesses for defendant, residing in Claiborne county, State of Mississippi, whose testimony will be used on the hearing of this cause:

1st. Do you know the parties to this suit?

2d. Have you any knowledge of a sum of one thousand dollars having been paid to the defendant, John Perkins, by one Feilder Offut, for the price of land sold to him by said Perkins? If so, please state at what time the said amount was paid to said Perkins; whether it was between the 12th day of August, 1818, and the 12th day of August, 1824. State all your knowledge on the subject.

3d. Did either or both of you pay to the defendant any money, or cause the same to be paid to him, for lands sold to you by him in the State of Mississippi? If yea, please state at what time you made the purchases; where the land was situated; how long previous to the sales to you the defendant had owned the land, and by what titles he claimed to hold them; were the purchases made by you between the periods

above mentioned, of the 12th of August, 1818, and the 12th of August, 1824; what was the price you paid; was it in cash, or in notes; and can you state how and when the defendant received the price, and whether it was between the periods of time above designated?

4th. Have you any knowledge respecting a British claim to any of the lands purchased by you from defendant, and particularly of the claim of Elihu Hall Bay, purchased by defendant previous to his sale to you? State whether that was the only title defendant conveyed to you to the land you bought, or whether he held a different title to the land previous to his purchase from Bay; did or not the same British claim apply to the land so bought by you from the defendant, and was the validity of the said British claim ever maintained to any of the lands so sold? State, if you know, the object of the defendant in purchasing the Bay title, and state fully all your knowledge on this subject.

5th. If you know, and can state, any other facts connected with the subject of the above interrogatories, or which will be material to the parties, please state the same as fully and particularly as if interrogated thereto.

A. N. OGDEN,
One of the solicitors for the defendant.

Cross interrogatories.

E. P. Fourniquet & Wife, and
M. W. Ewing & Wife,
vs.
John Perkins.

Cross interrogatories to George Lake and W. R. McAlpin.

1st cross interrogatory. If you or either of you have any knowledge of the payment of $1000, made by Feilder Offutt to the defendant, then state how you gained your information, and when said payment was made.

2d cross interrogatory. If you or either of you purchased lands from the defendant, then please state where the land was situated, and if it was or not that part of the Lyman mandamus claimed by the defendant under a purchase made from E. H. Bay, of the McCullough and Bay claims. Did you pay for said land in cash, or by giving your notes; what amount of purchase money did you pay the defendant between 12th of August, 1818, and 12th of August, 1824?

3d cross interrogatory. Do you know a tract of land adjoining Long branch, on which the late John Singleton resided. Do or not the representatives of Singleton still own and possess the said land?

4th cross interrogatory. Did you or not ever hear the defendant say that he had a claim to the said Singleton tract amounting to about 330 acres, and that he had made a donation thereof to Fourniquet and wife? Did Fourniquet and wife ever obtain possession of said donation, or any part thereof?

5th cross interrogatory. Do you or not know that previous to the

defendant's donation to Fourniquet and wife he had attempted to obtain possession of the said land through the courts of the country, and had failed in doing so?

6th cross interrogatory. Were or not the settlers in the Lyman mandamus sued for their lands by the heirs of Peck, of Kentucky? Did not the Peck claim cover all the lands owned by the defendant in the mandamus? When was the Peck suit commenced? When was it finally defeated? Did or not the defendant contribute towards the fees and expenses incurred in defending the title of the settlers?

E. P. FOURNIQUET.

Commission.

Circuit court of the United States for the ninth judicial circuit, holding sessions in and for the eastern district of Louisiana.

To any judge or justice of the peace in the county of Claiborne, State of Mississippi.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you George Lake and W. R. McAlpin, and them duly examine on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein E. P. Fourniquet and Wife et als., are plaintiffs, and John Perkins is defendant; and the same examinations so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause; and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this twenty-third day of December, anno Domini 1848, and the 73d year of the independence of the United States of America.

EDWARD RANDOLPH, *Clerk*,
By WM. ANDRY, *Deputy Clerk*.

Answers of William R. McAlpin to the foregoing interrogatories and cross interrogatories.

E. P. FOURNIQUET et al.
vs.
JOHN PERKINS.

On reference to the master in chancery, United States circuit court, district of Louisiana.

By virtue of the annexed commission directed to any judge or justice of the peace in the county of Claiborne, and State of Mississippi, I have caused to come before me, in my office, in the town of Port Gibson, county of Claiborne, and said State, on the 8th day of March, A. D. 1849, William R. McAlpin, witness in said commission named,

whose testimony, when reduced to writing, is to be used in the hearing of the above stated case.

William R. McAlpin, after being duly sworn on the Holy Evangelists of Almighty God, to depose the truth, the whole truth, and nothing but the truth, in answer to the annexed interrogatories, testifies as follows:

Answer to first interrogatory. I do know the parties, plaintiff and defendant, to this suit.

Answer to second interrogatory. I have no knowledge of any payment made to defendant by Feilder Offutt.

Answer to third interrogatory. I purchased one thousand acres of land *to* defendant, John Perkins, esquire, in the Lyman mandamus, for the sum of eight thousand dollars. I gave my notes for said sum, payable in one, two, and three years after date, which *was* paid in full; this purchase was made about the 25th October, 1825. I don't know how long defendant owned the land before I purchased it; the land I purchased was in the Hartley division of said mandamus. I know not when the defendant purchased the several claims. I was satisfied that his, defendant's, title to me was good, and further, and that I was dealing with an honest man, and have since had no cause to think otherwise. I don't know the object in defendant purchasing the Bay claim, unless it was to quiet title. I don't know that it was ever mentioned. I looked upon the Hartley claim as the best title. My purchase was after the time mentioned, 1818 to 1824.

Answer to 4th interrogatory. I heard something said about this Bay claim, but don't recollect what, only that it was quieted by purchase by defendant; this was not the only title held by defendant, but the principal one relied upon was the Hartley or Spanish title. I understood the Bay or British claim did apply to the lands I purchased. I don't know the object of defendant in purchasing the Bay claim, unless it was to quiet it.

Answer to fifth interrogatory. I don't know any thing further material to the parties.

Cross examined by defendant.

Answer to 1st cross interrogatory. I have no knowledge of the payment of $1,000 to Feilder Offutt by defendant.

Answer to 2d cross interrogatory. I purchased land of defendant, but not until after the years 1818 and 1824. In the year 1825, in October, of that year, I purchased 1,000 acres in the Hartley division of the Lyman mandamus, taken off the north and west ends of several tracts. I heard something said about the Bay and McCullough claims, but don't recollect what, only they had been quieted by purchase by defendant. I gave my notes for these lands, payable in one, two, and three years, for $8,000, and paid them.

Answer to 3d cross interrogatory. I know the land adjoining Long branch where the late John Singleton resided, and his mother, and now a part of the estate of the late Ann J. Singleton.

Answer to 4th cross interrogatory. I cannot say positively that I ever heard defendant say that he had a claim to the Singleton tract, but believe I have, but never heard him say whether he sold it to Fourniquet and wife, or made a donation of it, but have heard him speak of this tract of land as belonging to, or as the property of, Fourniquet and wife.

Answer to 5th cross interrogatory. Fourniquet and wife never had any part of it in possession to my knowledge; either John Perkins, or Fourniquet and wife, or both, did apply to the courts of this county, but failed in obtaining possession, so I have been informed.

Answer to 6th cross interrogatory. I can't recollect when Peck sued the settlers on the Mandamus, nor when he was finally defeated. I don't know the extent of the claim, whether it covered all the lands of defendant or not. I was one of the settlers, and paid for silencing, and to get finally clear of it, said Peck's claim. I never found it. I have no doubt that I could at any time have compromised with Peck for a trifle, perhaps less than I paid my attorney. I don't know that defendant contributed towards the fees and expenses incurred in defending the title of the settlers. I am inclined to believe he did not. Indeed many of them paid no regard to it, believing it was worthless; and further the defendant says not.

W. R. McALPINE.

Sworn to and subscribed before me, this 8th March, 1849.

N. McDOUGAL, *J. P.*

STATE OF MISSISSIPPI,
Claiborne county, ss.

I, Nicholas McDougal, a justice of the peace in and for Claiborne county and State of Mississippi, do hereby certify, the foregoing deposition of William R. McAlpine, written on the three preceding pages in my own handwriting, was taken before me, at the time and place in the caption named; that the said McAlpine signed his said deposition in my presence, and swore to the same before me.

In testimony whereof I have hereunto set my hand, and affixed my seal, this 8th day of March, A. D. 1849.

N. McDOUGAL, *J. P.* [L. S.]
And commissioner.

Endorsed: "Offered by defendant and filed."

W. M. R.,
Master in chancery.

"1268, filed with master's report 16th June, A. D. 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

[REC. LXXI, D. T., 1853.]—15

Commission.

Circuit court of the United States, for the ninth judicial circuit, holding sessions in and for the eastern district of Louisiana.

To Jacob C. Seale, of the parish of Madison.

Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you witnesses in behalf of the defendant, and them duly examine on oath, touching and concerning certain matters and things in a case now depending in said court, before the masters in chancery. E. P. Fourniquet and wife and others are complainants, and John Perkins is defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Or-
[SEAL.] leans, this thirteenth day of December, anno Domini 1848, and the 73d year of the independence of the United States of America.

ED. RANDOLPH, *Clerk.*

Interrogatories.

E. P. FOURNIQUET and Wife,
and M. W. Ewing and Wife,
vs.
JOHN PERKINS.

United States circuit court, district of Louisiana, pending before master in chancery.

Interrogatories to be propounded before the following named witnesses on behalf of defendant, whose testimony will be used before the master in chancery to whom this case is referred, viz: John Routh, H. M. Coffee, Elijah Routh, Jesse Stanbrough, David Stanbrough, Williamson Maxwell, Joseph E. Davis, James Tar, William Rhodes, and Earl Steel, and James G. Gordon.

1st. Are you acquainted with the parties to this suit?

2nd. Are you acquainted with the lands composing the plantation of defendant, known as the Somerset plantation, in the parish of Madison, and how long have you been acquainted with them?

3d. Do you know, and can you state, what number of acres were in cultivation on said plantation in the year 1824, and what number of acres are now in cultivation?

4th. Can you state how many years it is necessary to cultivate such lands as these before they are rendered good for cultivation; what

would be the effect of abandoning them after a few years of cultivation, and how many years may such lands be cultivated without being deteriorated? Are they injured or benefitted by being kept in cultivation?

5th. Do you know, and can you state, what quantity of land has been cleared on the whole place since the year 1824?

6th. Do you know, and can you state, which buildings and improvements, in ditching and fencing and leveeing, have been made by the defendant on the said plantation, or any part thereof, since August, 1824? Will you look at the annexed plat of these lands, and state what improvements to your knowledge, in building, clearing, ditching, fencing, and leveeing, have been made by defendant since 1824, on the lands designated on that plat, as follows: 1st, John Perkins, back concession; 2nd, Alexander McCormick, and the back concession; 3d, Richard Warner; 4th, Antonio Carroll; 5th, Turo; 6th, Ezekiel Lowe; and in the quarter sections No. 6, in name of Ezra Steel; 7, Abner Steel; 8, J. Perkins; 9, Budd to Perkins.

7th. Will you describe particularly the buildings and improvements which now exist on each of the said tracts of land; and state if you know in what year they were made, and what you believe to be the cost and value of said improvements, and what they are now worth?

8th. Do you know, and can you state, what buildings and improvements there were on the Somerset plantation in 1824, and what were their probable cost and value?

9th. Do you know, and can you state, what levees there were on the said plantation in 1818? Please describe them and state their extent.

10th. Do you know, and can you state, what difference there was in the place, as regards clearing and improvements thereon, in the years 1818 and 1824? State, if you please, what clearing and improvements existed at these different periods of time, so as to show the difference, if any.

11th. Will you state, as far as you can, the height, length, breadth, aad extent of all the levees on the lands as designated on the annexed plat, and specially referred to in the 6th interrogatory; and do you know, and can you state, the value and expense of making such a levee; and state also to what extent a levee would wear away after such a lapse of time, and what you would judge the original dimensions to have been?

12th. Do you know any thing of a tornado having occurred on that place in the year 1825, and can you state what buildings thereon were destroyed?

13th. Do you know, and can you state, to what extent the lands specially referred to in the 6th interrogatory, designated in the annexed plat, have been enhanced in value by clearing, ditching, fencing, leveeing, and buildings made thereon, since August, 1824; or can you state the difference per acre in the value of said lands at this time, with the improvements which now exist on them, and what they would be worth now in a wild and uncultivated state? Please answer as to each of said tracts separately.

14th. Do you know, and can you state, to what extent the land designated on said plat as John Perkins's original Somerset place, known as the Bullock tract, was enhanced in value by clearing, ditching, fencing, leveeing, and buildings erected thereon during his marriage with Mrs. Bynum; say, from August, 1818, to August, 1824; can you state what difference in value there was in the place between those different periods, and how much of that difference was owing to the improvements put on the place during that term.

15th. Do you know, and, if you can, please describe exactly what buildings and improvements existed on the plantation in 1824, and what buildings and improvements were on it in 1818; and state what quantity of land there was cleared in 1824.

16th. Do you know, and can you state, what, in the year 1824, would have been the cost of gathering, housing, ginning, baling, and sending to market a crop of cotton standing in the field on the 12th of August, which yielded two hundred and sixty-eight bales; what would it have been worth to furnish the labor and pay the expenses of every kind, of gathering that quantity of cotton from the field and sending it to market; what, in the year 1824, was the necessary ordinary expenses of such a plantation making two hundred and sixty-eight bales? Please state all your knowledge on that subject.

17th. If you know any thing further in reference to the above matters, or any other matters connected with the subject of the controversy between the parties, respecting which you have not been interrogated, and which may be material to the parties, please state the same as fully and particularly as if interrogated thereto.

A. N. OGDEN,
One of solicitors for defendant.

[For plat see original, p. 157.]

Cross interrogatories.

E. P. FOURNIQUET and Wife, and M. W. Ewing and Wife,
vs.
JOHN PERKINS.

United States circuit court, district of Louisiana, pending before the master in chancery.

Cross interrogatories to be propounded to John Routh, H. M. Coffee, Elijah Routh, Jesse Stansbrough, William Maxwell, Joseph E. Davis, James Tar, William Rhodes, and Earl Steel, James G. Gordon.

1st cross interrogatory. If, in answer to the defendant's direct interrogatories, you say that you are acquainted with all or any of the tracts of land set forth in defendant's interrogatories, then please state when you first visited the Somerset place.

2d cross interrogatory. If you know any thing of the boundary lines of the several claims, or either of them, state how you know said lines or either of them. Did you ever see them surveyed, and by whom, and when; if shown to you only, by whom shown, and when? State particularly.

3d cross interrogatory. How are you able to designate the location of the several improvements and buildings on said several tracts of land; by whom were they shown to you, and when shown to you?

4th cross interrogatory. If you were acquainted with the defendant's Somerset place in 1818, then refer to the accompanying map, and state if the defendant's plantation and improvements, in August, 1818, were or not confined to the lots marked 42 and 48 on said map; do or not the lots 42 and 48 represent the piece of land purchased by the defendant from Stephen Bullock, on or about the year 1812, and containing by estimation 627 acres, more or less.

5th cross interrogatory. What number of acres had the defendant cleared and in cultivation on said Bullock tract, on or about the 12th of August, 1818?

6th cross interrogatory. What number of acres were there cleared on said Bullock tract, August, 1824?

7th cross interrogatory. What buildings were on said Bullock tract in August, 1818? State their use, construction, &c., and state also if the said buildings were in good order and valuable, or old and of but little value; give your answer with all possible particularity.

8th cross interrogatory. What new buildings had been erected on said Bullock tract from August, 1818, up to August, 1824? Describe them with all possible particularity, their use when erected, and their probable cost.

9th cross interrogatory. Was or not the gin house on the defendant's plantation burnt down some time previous to August, 1818, and replaced with a new one previous to 1824? Describe said new gin house, and estimate its probable cost; also mark on the map thus, (X,) to fix its location on the Bullock tract.

10th cross interrogatory. What improvements were there on the Bullock tract in 1818; that is, what fencing, what ditching, what leveeing? State the extent of each with all possible particularity.

11th cross interrogatory. What improvements were placed on the Bullock tract in fencing, ditching, and leveeing, from August, 1818, to August, 1824? Specify each particular improvement, and the extent thereof.

12th cross interrogatory. How much do you consider the Bullock tract had been increased in value from August, 1818, up to August, 1824, by reason of the said clearing, fencing, leveeing, ditching, and the buildings erected thereon?

13th cross interrogatory. Had or not the defendant, in 1818, possession of lots (41 and 47) designated on the map as the McCormack tract; if yea, how many acres were there cleared thereon, what buildings had he erected there, what fencing was thereon, what ditching, what

leveeing? Please state the extent of each of the aforesaid improvements.

14th cross interrogatory. What buildings had the defendant placed on the McCormick tract, from August, 1818, up to August, 1824; what quantity of fencing had he placed thereon; what ditching; how much levee had been erected; what was its height and base; how many acres of land had been cleared thereon during same year? State with all possible particularity, and estimate the probable cost and value of each kind of improvement.

15th cross interrogatory. How much was the value of the McCormack tract increased by reason of the aforesaid improvements remaining thereon, in August, 1824?

16th cross interrogatory. Were there any improvements on the back concession to the McCormack tract (marked on the map as lot No. 35) in 1818; if yea, of what did said improvements consist? State with all possible particularity, and state by whom and when placed thereon.

17th cross interrogatory. What improvements were on said lot 35 in August, 1824; how many acres of land had there been cleared then; how many were in cultivation; what buildings were found thereon; what extent of levees and ditches; and what quantity of fencing? State with all possible particularity, and state further how much you consider the value of the said lot 35 had been increased from August, 1818, up to August, 1824, by reason of the said improvements.

18th cross interrogatory. Had or had not the defendant possession in 1818, or how soon thereafter, of lot 46, marked on the map as the back concession to lots 42 and 48; how many acres of land were cleared thereon in August, 1818; how many acres had the defendant in cultivation on said tract at that time; what buildings were found thereon; what ditching, what leveeing, and fencing? State the extent of each, and state also by whom the aforesaid improvements had been made.

19th cross interrogatory. What were the improvements on said lot 46 in August, 1824; what buildings were found thereon; what quantity of fencing, ditching, and leveeing? Please state with all particularity, and state further how much you consider the value of the said lot 46 had been increased by reason of the improvements placed thereon, from August, 1818, up to August, 1824.

20th cross interrogatory. Was there or not, in March, 1820, any land cleared, or other improvements on lots 37, marked on the map as the Richard Warner tract; 36, marked as the Antonio Carroll tract; 31, marked as the Joseph Turo tract; what buildings were on the said several tracts; how many acres of land cleared, and on which of the said tracts had clearings been made; by whom, and when were the said improvements made?

21st cross interrogatory. How many acres of land was there cleared on the said three tracts of land in August, 1824? Designate how many on each of the said tracts; what buildings were thereon at that time; what fencing, ditching, and leveeing. State with all particularity, and estimate the value of said improvements.

22d cross interrogatory. On which of the said three tracts was it that Isaac House had his settlement, sold by him to the defendant in Sept., 1818; how many acres of land had the said House cleared?

23d cross interrogatory. What were the improvements on the said three lots, viz., 36, 37, and 31, in August, 1824; what buildings had been erected on said lots; what extent of levees constructed; what ditching done, and what extent of fences put up thereon; how many acres of land had been cleared on each of the said tracts? Specify the aforesaid improvements with all possible particularity.

24th cross interrogatory. What improvements had Patterson in September, 1820, on the lots of land designated on the map as 10, 9, 8, 7, 6, and 5; on which of the said tracts was the settlement made by John Budd, and sold by him to Charles Patterson, described as follows: "The piece of land on bayou Vidal, on which Isaac House and myself commenced to build a mill seat;" what clearing and improvement had the said John Budd on the aforesaid settlement?

25th cross interrogatory. On which of the aforesaid lots was the settlement of Isaac House, sold by him to Charles Patterson, and described as follows: "All my right, title, interest, and claim, in an improvement made by John Budd, it being known as House's mill seat, also all that part of my Mount tract lying below the Spring bayou." Please examine the accompanying map, and if the aforesaid Spring bayou is not laid down thereon, mark its course and distance. Does not the bayou run eastwardly from the upper end of the bayou Vidal, and does it or not form the northern line of the Turo tract, or lot 31?

26th cross interrogatory. On which of the said lots 10, 9, 8, 7, 6, 5, is found the piece of land sold by Isaac House to John Perkins, and described as follows: "My entire possessions and improvements on bayou Vidal, commonly called the Mounts, beginning at a bayou situated between the said premises and the corn field of Charles Patterson;" of how many acres did his improvements consist?

27th cross interrogatory. On which of the aforesaid five lots was situated the fields and improvements of Charles Patterson, purchased by the defendant from Watson, curator of said Patterson, in 1820, and described as follows: "All the right, title, interest, claim, and demand, in and to a certain plantation and improvement made on a piece of land adjoining lands of John Perkins on the one side, and lands of John G. Clark and Israel Loring on the other, which he, the said Patterson, had in his lifetime, being the residence of him, the said deceased, on which the buildings, fields, and improvements, and plantation originally commenced, owned or claimed by a certain John W. Bradley, and by him conveyed to Isaac House, and by the said House to the said Patterson, &c.; also 30 acres of land adjoining, and belonging to the aforesaid plantation and improvements which he, the said Charles Patterson, in his lifetime purchased from Joshua G. Clark and Israel Loring;" of how many acres of cleared land did the said Patterson's fields and improvements consist; what buildings were thereon;

of what did the Patterson crop consist—of cotton and corn, or of corn only.

28th cross interrogatory. Where are the aforesaid 30 acres of land to be found? Please mark their location on the map thus (XXX.)

29th cross interrogatory. Have you cultivated lands in the neighborhood of the Somerset plantation, from 1824 to this date, or during all or any of these years? If yea, state what would be a fair average price for rent of such land as Somerset during the years you have known it; and state also how long you have lived in the neighborhood of said plantation.

30th cross interrogatory. What would be a fair average product in corn and cotton on such lands as the Somerset plantation, from 1824 up to 1848, inclusive?

31st cross interrogatory. How many head of horned cattle had the defendant on his Somerset plantation in 1824; how many head of sheep had he at that time; how many horses or mules; was or not his stock a very large one? If within your power, estimate the quantity of each.

32d cross interrogatory. What was a fair price for average plantation horses in 1824; what for sheep; what for horned cattle, on or about that date?

33d cross interrogatory. What would be a fair average supply of farming implements for such a plantation as Somerset, worked and cultivated as it has been by the defendant since you have known his habits and management, estimating the force at eighty working hands; that is, how many horses or mules would be required; how many yoke of oxen; how many ploughs, hoes, axes, wagons, carts, carpenter's tools and blacksmith's tools, harness, &c., together with a fair allowance of all such other implements as are to be found on his Somerset place, or such like plantations? Estimate such average supply, and their separate or aggregate value on or about the year 1824.

34th cross interrogatory. Has or not the defendant been in the habit of selling large quantities of cord wood to the steamboats; from your knowledge of his habits in this respect, and from your own experience, how far has the cord wood repaid him for the trouble and cost of his clearing?

35th cross interrogatory. Special interrogatory to H. M. Coffee.—Please tax your memory, and assure yourself if, in the suit of Mary B. Eskridge vs. John Perkins, you did or not estimate the clearing on the defendant's Somerset plantation, in 1818, at between 300 and 400 acres, and whether, in the deposition taken in the present suit, you have not stated that the said clearing was from 400 to 500 acres; will you examine the defendant's original location, with reference to this special matter, and set forth, with all possible particularity in your present answer, how much land was actually cleared on defendant's place when you resided there in 1818?

JOHN HENDERSON,
Complainant's solicitor.

Depositions of W. D. Maxwell, J. G. Gordon, and J. Stanbrough, and J. Routh.

STATE OF LOUISIANA,
Parish of Madison.

I, Jacob C. Seale, a resident of said parish and State, do hereby certify, that by authority and in pursuance of the annexed commission from the United States circuit court, district of Louisiana, did cause to come before me James G. Gordon, Jesse Stanbrough, John Routh, and Williamson D. Maxwell, witnesses in a certain matter of controversy pending in said court before the master in chancery, wherein E. P. Fourniquet and Wife et als. are complainants, and John Perkins is defendant; and said witnesses being by me first duly sworn, gave their answers to all the direct and cross interrogatories hereto annexed; which said answers of James G. Gordon and Jesse Stanbrough were by me, said commissioner, reduced to writing, and the answers of John Routh and Williamson D. Maxwell were reduced to writing by said witnesses themselves, and all signed in my presence on the days of the date therein written; and that the foregoing twenty-four pages contain all the answers of said witnesses as reduced to writing as aforesaid.

In testimony whereof I have hereunto subscribed my name and affixed my private seal this ninth day of March, A. D. eighteen hundred and forty-nine.

J. C. SEALE, *Com'r.* [SEAL.]

E. P. FOURNIQUET and Wife,
and M. W. Ewing and Wife,
vs.
JOHN PERKINS.

U. S. circuit court, district of Louisiana, pending before master in chancery.

Before me, Jacob C. Seale, commissioner under the annexed commission issued from the circuit court of the United States for the district of Louisiana, in the above styled cause, this day personally came James G. Gordon, a witness in the above stated cause, who being duly sworn answers to the annexed interrogatories as follows:

Answer to direct interrogatories.

Answer to first interrogatory. Says he is acquainted with E. P. Fourniquet and John Perkins, and has a slight acquaintance with M. W. Ewing.

Answer to 2d interrogatory. He has been acquainted with the Somerset plantation since the year 1831.

Answer to 3d interrogatory. Cannot state, as that was previous to his knowledge of the premises.

Answer to 4th interrogatory. He thinks it would require five years' cultivation before it would produce a full crop; if abandoned before that period it would grow up and be as hard to clear as at first; that he has cultivated lands in the neighborhood of defendant since the year 1830 to the present time, and cannot say that the lands are deteriorated by cultivation, or how long it would require to *dereorate* them; he thinks it would be an advantage to the land to keep them in cultivation.

Answer to 5th interrogatory. Cannot say.

Answer to 6th interrogatory. All the buildings on the Turo and Carrol tracts have been made, and all the ditches on the whole estate have been made, since the year 1831; I have this day examined said tracts with W. D. Maxwell, a surveyor, who has surveyed said tracts, and who has shown the lines and beginning corner of the John Perkins back concession; there are 13 framed double negro cabins on said tract, also two good cement cisterns, a tool house, blacksmith shop, overseer's house, spinning house, and one half of the smoke house, and several ditches, and some levees, but cannot state what the length of said ditches or said levees, also a framed church; on the Alexander McCormick tract are the dwelling house, kitchen, smoke house, and stables of William Perkins, also a horse mill, all built since the year 1840; there are on the Richard Warner tract a gin, a mill, bale shed, four cisterns, three rain sheds, two barns, overseer house, kitchen, and house for mechanics, and a tool house; the cisterns were all built since the year 1836; on the Antonio Carroll tract there is no buildings except two cotton seed houses; there is also some levee on said tract, but does not know when said buildings were erected; there are on the Joseph Turo tract fourteen framed double houses standing on brick pillars, with brick chimneys, one single house built in like manner, one double tool house, also with two brick chimneys, a hospital with three rooms, a nursery, and six log houses, (double,) three cisterns, two wells, and a reservoir, all of which have been built since the year 1836; there are no buildings on the other tracts, except the Ezekiel Low tract, on which stands a rain shed.

Answer to 7th interrogatory. He has stated in his answer to the 6th interrogatory all he knows of the buildings and improvements on the tracts in controversy; that the buildings, cisterns, and reservoir on the Joseph Turo tract are worth five thousand two hundred dollars, and have all been built since the year 1840; and that the buildings and cisterns on the John Perkins back concession are worth twenty-nine hundred and twenty-five dollars; the spring house, smoke house, tool house, blacksmith shop, and two log cribs, are worth three hundred dollars; the buildings on the McCormick tract are worth six thousand dollars; on the back concession thereto the mill is worth six hundred dollars; the gin, bale shed, two barns, and old mill on the Richard Warner tract are worth seven thousand three hundred dollars; the draft or leading ditch on said Warner tract is worth two dollars and fifty cents per rod; said ditch running through cane and heavy timber, being ten feet wide,

and a portion of it six feet deep; the draft or leading ditch on the Joseph Turo tract is worth one dollar and fifty cents per rod; and all the other draft or leading ditches, and the ditching or clearing out the slough or natural drain on the Turo tract, is worth one dollar and fifty cents per rod; and all the other ditches on the estate are worth fifty cents per rod; a portion of said ditches are not on the lands in controversy, but have been made for the purpose of reclaiming said land.

Answer to 8th interrogatory. He cannot say, not having been acquainted with the premises at that date.

Answer to 9th and 10th interrogatory. He does not know.

Answer to 11th interrogatory. Says he knows the levee on said property, having seen it at various times; that he has been shown the measurement of said levees by W. D. Maxwell, a surveyor, but that he has never made any measurement of them himself, and cannot state the quantity with any certainty; said levee is worth thirty cents per cubic yard, and that the wear of said levee must be at least thirty per cent. since its construction.

Answer to 12th interrogatory. Cannot say.

Answer to 13th interrogatory. The improvements on said land have enhanced its value twenty-five dollars per acre, that is, on all the improved lands; in a state of nature, it would be worth about five dollars per acre.

Answers to 14th and 15th interrogatories. Does not know.

Answer to 16th interrogatory. Cannot say; was not at that date engaged in planting cotton.

Answer to 17th interrogatory. Says, by way of explanation, that the property described in the interrogatories as the Somerset plantation comprises two plantations; the same have been divided by defendant, and is called the "Backland place" and "Homestead place." That in his answers he has stated that he was shown the lines and courses of the lots described in the 6th interrogatory by Mr. Maxwell, who had surveyed the lands; that he has known Mr. Maxwell about ten years; he is now the county surveyor for Claiborne county, in the State of Mississippi; he is a man of undoubted integrity, and a competent surveyor; knows nothing further which could be of advantage to either plaintiffs or defendant not already stated. In regard to the improvements in the year 1818, I have seen the testimony of Hugh M. Coffey, already taken in this suit, and from my knowledge of him think great reliance may be placed in what he says.

Answers to cross interrogatories.

Answer to 1st cross interrogatory. He first visited the Somerset plantation in 1831.

Answer to 2d cross interrogatory. He never surveyed, or saw the tracts surveyed, but was shown some of the principal lines and corners this day by W. D. Maxwell, as before stated, in company with two other persons.

Answer to 3d cross interrogatory. Says he has known the buildings for several years, and was shown the lines by Mr. Maxwell, and has actually inspected the buildings and improvements in person.

Answers to 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, and 13th cross interrogatories. He says he does not know, and cannot answer.

Answer to 14th cross interrogatory. At the time he first saw it in the year 1831, there were no improvements at all on the McCormick tract, or the back concession thereto.

Answer to 15th cross interrogatory. It was not enhanced in value; there were no improvements thereon.

Answer to 16th cross interrogatory. He was not acquainted with it at that time.

Answer to 17th cross interrogatory. When he first knew it there were no improvements on it.

Answer to 18th cross interrogatory. He does not know.

Answers to 19th, 20th, 21st, 22d, 23d, 24th, 25th, 26th, and 27th cross interrogatories. He cannot say; he does not know.

Answer to 28th cross interrogatory. Knows nothing of any such tract of land.

Answer to 29th cross interrogatory. He has cultivated lands in the neighborhood of defendant since the year 1830; and that such land as Somerset, if in good order for cultivation, would rent for about three dollars per acre.

Answer to 30th cross interrogatory. To take one year with another, thirty bushels of corn and one thousand pounds of seed cotton to the acre, would be a good average crop, if there were no overflow or worms to destroy the cotton, on land in a good state of cultivation.

Answers to 31st and 32d cross interrogatories. He cannot say.

Answer to 33d cross interrogatory. It would require forty oxen, five ox-carts, twenty yokes, forty bows, fifteen coupling chains, five log chains, twenty-five double ploughs, twelve single ploughs, fifteen harrows, fifty work horses, fifty pair of gears, thirty-five chopping axes, eighty weeding hoes, one bellows, one anvil, one sledge hammer, one vice, one screw plate, three hand hammers, three pair blacksmith's tongs, two cross-cut saws, two whip saws, two hand saws, three froes, and one picket froe, four drawing knives, one set bench plains, one set of augers, one set of chisels, two iron squares, two pairs compasses, one pair balances, one pair small steelyards, for weighing rations; the supplies necessary would be—eighty barrels pork, twenty-five sacks salt, one barrel sugar, one sack of coffee, one hundred and sixty pairs shoes, two hundred and fifty yards of jeans, four hundred yards of linsey, twelve hundred yards Lowell cotton; cannot say what such articles were worth at that time.

Answer to 34th cross interrogatory. He never knew the defendant to sell any wood except one year, about 1844 or 1845, and the wood alluded to was not cut from the land in question.

Three lines interlined at the conclusion of the answer to 17th direct interrogatory approved before signing.

JAS. G. GORDON.

Sworn to and subscribed this 8th day of March, A. D. 1849, before me—

J. C. SEALE, *Commissioner.*

Deposition of Jesse Stanbrough.

E. P. FOURNIQUET & WIFE, and
M. W. Ewing & Wife,
vs.
JOHN PERKINS.

United States circuit court, district of Louisiana, pending before master in chancery.

STATE OF LOUISIANA,
Parish of Madison.

Before me, Jacob C. Seale, of said parish and State, and in pursuance of a commission to me directed from the honorable the circuit court of the United States for the district of Louisiana, personally came Jesse Stanbrough, a witness in the above styled cause, who, being by me duly sworn, answers to the annexed interrogatories as follows:

Answers to direct interrogatories.

Answer to 1st interrogatory. I am acquainted with John Perkins, but not with the other parties.

Answer to 2d interrogatory. I am. I was first acquainted with the land on the river at Somerset in the year 1812.

Answer to 3d interrogatory. I cannot.

Answer to 4th interrogatory. I think it requires about five years to make it good for cultivation; if abandoned before that, the land would grow up as bad or worse than it was at first. I think they would be benefitted by being cultivated. I have cultivated such land since 1816, and have not found them injured by cultivation during that length of time.

Answer to 5th interrogatory. I cannot say.

Answer to 6th interrogatory. All the buildings now standing on the Turo and Carrol tracts have been put up since 1831. All the ditching on the whole estate has been made since 1831. Also thirteen framed quarters, with brick chimneys, were built in 1827 or 1828, on the John Perkins back concession. There are also two cisterns and a church, which have been put up since that time. On the McCormick tract I find the dwelling-house, kitchen, and smoke-house of William Perkins, which have been put up since August, 1824. Also a mill on the back concession to said McCormick tract, also built since said date. On the Richard Warner tract there are a gin, two barns, a mill, a bale shed, an overseer's house and kitchen, two hospitals, a mechanic's lodging-house, three rain houses, a house for plantation tools, and four cisterns, which were built since the year 1836. I think the gin, and perhaps the other buildings, were put up since 1824. On the Carrol

tract there are two cotton-seed houses. On the Turo tract there are fourteen double framed houses, a double framed overseer's house, all on brick pillars, with brick chimneys, one single room house plastered inside, with brick chimney, a hospital containing three rooms, with brick chimneys, a blacksmith shop, a tool shed, a double tool house and nursery, and six double log houses, used as stables, three cisterns, a reservoir, and two wells, all put up since the year 1840. On the Ezekiel Lowe tract there is a rain shed; no other buildings on any of the other tracts.

Answer to 7th interrogatory. On the Joseph Turo tract, I value the buildings, cisterns, and reservoir at five thousand two hundred dollars. They were all built since 1840. On the John Perkins back concession, the quarters, churches, and cisterns, are worth two thousand nine hundred and twenty-five dollars. The tool house, smoke house, blacksmith shop, and two log cribs, are worth three hundred dollars. I suppose the value of the buildings on the McCormick tract to be worth about six thousand dollars, and on the back concession thereto, six hundred dollars. The value of the buildings on the Richard Warner tract, viz., gin, two houses, bale shed, and old mill, equal to seven thousand three hundred dollars. The draft ditch on the Warner tract is worth two dollars and fifty cents per rod; this ditch runs through cane, and very heavy timber, 10 feet wide and 6 feet deep. The draft ditch on the Turo tract, and all other draft ditches, are worth $1 50 per rod, and clearing out the bayou on the Turo tract same price; all others at 50 cents per rod. A portion of these ditches are not on the lands in controversy, but are made to drain them.

Answer to 8th interrogatory. In 1824 there was a dwelling-house, and ordinary log negro cabins, and a gin house, as well as I can recollect.

Answer to 9th interrogatory. I think there was about a mile and a half of levee in the year 1818.

Answer to 10th interrogatory. I cannot recollect.

Answer to 11th interrogatory. I have examined, and well know, the levee referred to, but cannot tell exactly how much there is on each tract. I consider, however, it is worth thirty cents per cubic yard.

Answer to 12th interrogatory. I do not now recollect.

Answer to 13th interrogatory. All that is now cleared has been enhanced in value twenty-five dollars per acre. I think it is now worth $30 per acre, and if in a wild state, would be worth five dollars per acre.

Answer to 14th interrogatory. I cannot say.

Answer to 15th interrogatory. I cannot tell.

Answer to 16th interrogatory. The expense of gathering a crop in 1824, after the 12th August, was equal to one-half. It was then the general custom to hire hands to pick out a crop, and give one-half as hire, for the other half of what they picked.

Answer to 17th interrogatory. In regard to the subject of my answer to the ninth interrogatory, I ought to say that I have seen Mr. H. M.

Coffey's answer, who was defendant's overseer at the time, and entirely concur with him, as I know him to be a gentleman of standing in this community, and great reliance is to be placed in whatever he states.

Answers to cross interrogatories.

Answer to 1st cross interrogatory. The first time I was ever on the Somerset plantation was in the year 1809.

Answer to 2d cross interrogatory. I never saw them surveyed, but was shown the lines and some of the corners by Mr. W. D. Maxwell this morning, in company with two other persons.

Answer to 3d cross interrogatory. I was shown the lines by Mr. Maxwell, and fixed their location by actual inspection.

Answer to 4th cross interrogatory. I think the Somerset plantation in 1818, was pretty much confined to 42 and 48.

Answer to 5th cross interrogatory. It has been so long since I cannot recollect.

Answer to 6th cross interrogatory. I cannot recollect.

Answer to 7th cross interrogatory. There were, I think, the same buildings in 1818, as I have mentioned in my answer to the 9th direct interrogatory, with the exception of the frame dwelling.

Answer to 8th cross interrogatory. The only addition I remember, is the dwelling which was commenced some time before 1822, and finished in 1825.

Answer to 9th cross interrogatory. I think there was a gin burnt down some time in the year 1818, and rebuilt during that year and the year following. I cannot answer as to the cost.

Answer to 10th cross interrogatory. There was about a mile and a half of levee on the Bullock tract in 1818; there was no ditching, but considerable fencing.

Answer to 11th cross interrogatory. I have also answered this in answer to the 8th cross interrogatory.

Answer to 12th cross interrogatory. I cannot tell.

Answer to 13th cross interrogatory. I do not know.

Answer to 14th cross interrogatory. There were none in 1824 as I know of; there were none on it *a* all until a very *very* few years past.

Answer to 15th cross interrogatory. Its value was not enhanced at all as there were no improvements made on it.

Answer to 16th cross interrogatory. None that I know of.

Answer to 17th cross interrogatory. There were no improvements on it at all in 1818.

Answer to 18th cross interrogatory. I do not recollect.

Answer to 19th cross interrogatory. I cannot say.

Answer to 20th cross interrogatory. The only improvements I remember was a few houses on the Turo tract, owned by a man named House, and a small patch or field of open ground.

Answer to 21st cross interrogatory. I cannot say.

Answer to 22d cross interrogatory. House lived on the two tracts, and had only 8 or 10 acres cleared.

Answer to 23d cross interrogatory. I cannot say.

Answer to 24th cross interrogatory. I do not know any thing of Budd. At the succession sale of the estate at which I was present, he, Patterson, was represented to have had at the sale about 30 or 40 acres improved.

Answer to 25th cross interrogatory. I do not know any thing about the Budd improvement. I do not know any such bayou as Spring bayou any where near the Turo tract, or any such tract of land as described in this interrogatory.

Answer to 26th cross interrogatory. House's improvements consisted of about 6 or 8 acres of cleared land; Patterson's improvement was represented to be about 30 or 40 acres of cleared land; House's improvement was not on either of the lots—10, 9, 8, 7, 6, 5, but on lot 30; Turo tract *and* was separated from the Patterson tract by a dry bayou running out of the basin.

Answer to 27th cross interrogatory. Patterson's improvement was on lots 10, 9, and 8, about 30 or 40 acres, a few log cabins; he raised corn only. I do not know any thing of the thirty acres of land.

Answer to 28th cross interrogatory. I do not know any such land.

Answer to 29th cross interrogatory. I have been cultivating land in the neighborhood since 1816. I suppose about three dollars per acre for land well cleared.

Answer to 30th cross interrogatory. During that time 30 bushels of corn is an average crop, and 1,000 pounds of seed cotton to the acre, where there were no overflow or worms.

Answer to 31st cross interrogatory. I do not know.

Answer to 32d cross interrogatory. I cannot now say.

Answer to 33d cross interrogatory. It would require 40 oxen, 5 ox carts, 20 yokes, 40 bows, 15 coupling chains, 5 log chains, 25 double ploughs, 10 single ploughs, 15 harrows, 50 work horses, 50 pair gears, 35 axes, 80 weeding hoes, 1 bellows, 1 anvil, 1 sledge hammer, 1 vice, 1 screw plate, 3 hand hammers, 3 pair tongs, 2 cross-cut saws, 2 whip saws, 2 hand saws, 3 small froes and 1 picket froe, 4 drawing knives, and 1 set bench plains, 1 set of augers, 1 set of chisels, 2 squares, and 2 pair compasses, 1 pair balances, 1 pair steelyards, 80 barrels mess pork, 25 sacks of salt, 1 barrel of sugar, 1 bag coffee, 160 pair shoes, 250 yards jeans, 400 yards of linsey cloth, 1,200 yards Lowell cotton. I cannot now say what were the prices of the above articles at that time.

Answer to 34th cross interrogatory. I have never known the defendant to sell any wood to steamboats, except on a few occasions, when the wood was not cut from the lands in controversy.

JESSE STANBROUGH.

Sworn to and subscribed, this 8th day of March, A. D. 1849, before me— J. C. SEALE, *Commissioner.*

Testimony of John Routh.

E. P. Fourniquet and Wife,
and M. W. Ewing and Wife,
vs.
John Perkins.

U. S. circuit court, district of Louisiana, pending before master in chancery.

Before me, Jacob C. Seale, commissioner under the annexed commission issued from the circuit court of the United States, for the district of Louisiana, this day personally came John Routh, a witness in the above styled cause, who being duly sworn, answers to the annexed interrogatories as follows:

Answers to direct interrogatories.

Answer to interrogatory 1st. I am acquainted with two of the plaintiffs, E. P. Fourniquet and M. W. Ewing, and the defendant John Perkins.

Answer to interrogatory 2d. I was on the Somerset plantation in the year 1816.

Answer to interrogatory 3d. I cannot.

Answer to interrogatory 4th. About five years.

Answer to interrogatory 5th. I do not.

Answer to interrogatory 6th. I cannot say particularly what improvements have been made on either of the tracts of land since the time mentioned, except *except* the buildings at the Back land plantation; I know that they have been put up since.

Answer to interrogatory 7th. I have been shown several of the lines of the different tracts of land by Mr. W. D. Maxwell, who has recently surveyed them, and find on the John Perkins back concession thirteen double frame negro cabins, with brick chimneys; one double log spinning house; one log smoke house; two cisterns, carpenters' and blacksmiths' shops; brick yard and shed, and a church. On the Alexander McCormick tract I find the dwelling of William Perkins, kitchen, smoke house, and stable, and an old mill; on the Richard Warner tract I find 2 barns, 1 gin, 1 mill, 1 bale shed, hospital, one overseer's house, and kitchen, 4 cisterns, one lodging room for mechanics, 3 rain sheds in the field, 1 house for plantation tools. On the Antonio Carroll tract, 2 log cotton houses; on the Turo tract I find 14 double frame houses, one single frame house, with brick pillars and chimneys, pigeon house, 1 double tool house, with brick chimneys, 6 double log houses used as stables, three cisterns, one reservoir for water, 3 wells. On the Ezekiel Lowe tract I find a rain shed. On lot No. ten there are two log houses; these are all the improvements, except the clearing of the land, the ditching, and levying; the number of acres cleared, the amount of levees, and the

ditching, will be shown by a calculation made by W. D. Maxwell. The buildings, cisterns, and reservoir, on the Joseph Turo tract, I value at five thousand two hundred dollars. The buildings, cisterns, on the John Perkins back concession, twenty-nine hundred and twenty-five dollars; the spinning house, smoke house, tool house, and blacksmith shop, and two log cribs, are worth three hundred dollars; the buildings on the McCormick tract are worth six thousand dollars; on the back concession thereto, the mill is worth six hundred dollars. The gin mill, bale shed, two barns, on the Richard Warner tract, are worth seven thousand three hundred dollars. The draft or leading ditch on the Warner tract *are* worth two dollars and fifty-cents a rod; said ditch running through the cane and heavy timber, being ten feet wide, and part of it six feet deep. The draft or lead ditch on the Turo tract is worth one dollar and fifty cents a rod; and all the other draft ditches, and clearing out the sloughs, are worth one dollar and fifty-cents a rod, the parallel ditch fifty-cents a rod; a portion of these ditches are not on the land in controversy, but have been cut for the purpose of draining them.

Answer to interrrogatories 8th, 9th, and 10th. I do not know, and cannot say.

Answer to interrogatory 11th. Mr. W. D. Maxwell has measured and calculated the number of cubic yards in the levee, which I consider worth twenty cents a cubic yard. I cannot say how much it would wear away in the time mentioned.

Answer to interrogatory 12th. I do not.

Answer to interrogatory 13th. I consider the land enhanced in value twenty-five dollars per acre; and that it would be worth five dollars per acre without the improvements; how much of the improvements have been made since August, 1824, I cannot say.

Answer to 14th and 15th interrogatories. I do not know, and cannot say.

Answer to 16th interrogatory. It has been customary to give one half for picking; what the expenses of the plantation should have been at that time, I cannot now say.

Answer to 17th interrogatory. I have seen the testimony given by Mr. H. M. Coffee, in regard to the improvements on the place in 1818; and from my knowledge of him I believe that they are correct; and from the general character of Mr. W. D. Maxwell, I believe that his return as surveyor may be relied upon.

Answers of John Routh, to cross interrogatories.

Answer to 1st cross interrogatory. I did not know any thing of the different lines until I was shown them by Mr. W. D. Maxwell to-day. I first visited Somerset in the year 1816.

Answer to 2d cross interrogatory. I stated above that I did not know any thing of the lines until to-day. I did not see them surveyed; they were shown to me in the presence of two other persons.

Answer to 3d cross interrogatory. I have stated that the lines were shown to me by Mr. W. D. Maxwell to-day; and from them I judged the situation of [the] buildings, &c.

Answer to 4th cross interrogatory. I cannot state, as I was not acquainted with the land.

Answer to 5th, 6th, 7th, and 8th cross interrogatory. I do not know.

Answer to 9th cross interrogatory. I know that the gin house was burnt about that time, and a new one built shortly after; of its cost I cannot say.

Answer to 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st cross interrogatories. I do not know, and cannot say.

Answer to 22nd cross interrogatory. Isaac House settled on the Turo tract, or lot No. 30, and had *but* acres cleared, perhaps but 8 or 10.

Answer to 23d cross interrogatory. I cannot say.

Answer to 24th cross interrogatory. At the sale of the Patterson estate, in 1819, there was represented to be from 40 to 60 acres under fence, and then a few log houses. I do not know any thing of the settlement of John Budd.

Answer to 25th cross interrogatory. Isaac House's settlement was not on either of the lots, but on lot 30 on the Turo tract, and was bounded by a bayou leading from the basin.

Answer to 26th cross interrogatory. I have stated that Isaac House was not on either of the tracts, unless he had two settlements.

Answer to 27th cross interrogatory. On lots 8, 9, and 10, of the 30 acres bought of Clark & Loring, I know nothing; there was represented to be from 40 to 60 acres under fence; there was only a crop of corn on the place.

Answer to 28th cross interrogatory. I do not know.

Answer to 29th cross interrogatory. I have lived in the neighborhood since 1816, and think three dollars per acre a fair rent.

Answer to 30th cross interrogatory. I consider 30 bushels of corn to the acre an average crop; and think that one thousand pounds per acre has been as much as it averaged since that time.

Answer to 31st & 32d [cross] interrogatories. I do not now recollect.

Answer to 33d cross interrogatory. 40 oxen, 20 yokes, 40 bows, 15 coupling chains, 5 log chains, 5 ox carts or wagons, 25 double ploughs, 12 single do., 15 harnesses, 50 work horses, 50 pair gears, 35 axes, 80 hoes, 1 bellows, 1 anvil, 1 vice, 1 sledge hammer, 3 small do., 1 screw plate, 3 pair tongs, 2 cross-cut saws, 2 hand saws, 2 whip saws, 3 small and 1 large froe, 4 drawing knives, 1 set bench planes, 1 set augers, 1 set of chisels, 2 squares, 1 pair balances, 1 pair small steelyards for weighing rations, 80 barrels pork, 25 sacks salt, 1 barrel sugar, 1 bag coffee, 160 pairs shoes, 250 yards jeans, 400 yards linsey, 1200 yards Lowell cotton. What these articles were worth at that time I do not now recollect.

Answer to 34th cross interrogatory. I do not know that he has.

JOHN ROUTH.

Sworn to and subscribed, this 8th day of March, A. D. 1849, before me,

J. C. SEALE, *Com'r.*

Deposition of Williamson D. Maxwell.

E. P. Fourniquet and Wife, and M. W. Ewing and Wife,
vs.
John Perkins.

United States circuit court, district of Louisiana, pending before master in chancery.

Before me, Jacob C. Seale, commissioner under the annexed commission, issued from the circuit court of the United States, for the district of Louisiana, this day personally came Williamson D. Maxwell, a witness in the above styled cause, who, being first duly sworn, gives his answers to the interrogatories hereto annexed, as follows:

Answers to direct interrogatories.

Answer 1st. I am acquainted with defendant, but not with complainants.

Answer 2d. I am acquainted with the lands of defendant in Madison parish, and have been since 1844.

Answer 3d. I do not know.

Answer 4th. Same answer.

Answer 5th. Same answer.

Answer 6th. Same answer.

Answer 7th. There are now existing on section 46, known as the John Perkins back concession, the greater part of the quarters of his homestead plantation, consisting of the following buildings and improvements, to wit, 13 double negro houses, 1 frame church, 1 spinning house, containing two rooms, with an entry between, 1 building, which is used as a smoke house, 2 cisterns, 1 carpenter's shop, 1 stable, 1 blacksmith's shop, and 1 jail. There are 138 acres of land in cultivation, designated as first grade, and 20 acres as third grade, on the accompanying plat, which I annex to my answers for greater explicitness and desire to make a part of them, and which I have made after a survey of the whole premises. There are 200 acres of pasture land, enclosed with green timber, standing; 129 acres of enclosed pasture cleared of timber; 1 drain ditch 140 rods long, about eight feet wide, by an average of 18 inches deep; 2 cross ditches, which, together, are 192 rods long, about five feet wide, and averaging one foot deep. There are also 5660 cubic yards of levee on the said tract. There is on the Alexander McCormick tract (lots 41 and 47) the dwelling house, kitchen, and smoke house of defendant's son William. There are 24 acres of land in cultivation, marked on the accompanying plat as third grade, 28 acres of improved pasture land enclosed, 18 acres on which the timber is dead but not enclosed. On the back concession of the same there is a new horse mill, with corn house attached; 29 acres of land in cultivation, third grade, 12 acres of land on which the timber is dead and not enclosed, and 8 acres of pasture land enclosed. On the Richard

Warner tract (lot 37) there is 1 gin, 2 barns, 1 bale shed, 1 mill, 2 hospitals, 1 overseer's house and kitchen, 1 lodging room for mechanics, 1 out house, used for storing plantation implements, 3 rain sheds, and 4 cisterns; there are 210 acres of first grade lands in cultivation, 6 acres of fifth grade, and 130 acres of improved pasture land enclosed, 50 acres with cane cut and timber deadened, 10,626 cubic yards of levee, 488 rods of cross ditches, 5 feet wide by an average of one foot deep, and 1 draft ditch, 136 rods long, 10 feet wide. On the Antonio Carroll tract (lot 36) there are 2 log cotton houses, about 36 feet long by 18 feet wide; 168 acres of land of first grade in cultivation; 15 acres of land enclosed, cane cut and timber deadened; 136 acres improved pasture land enclosed; 9,904 cubic yards levee; 968 rods of cross ditches, 5 feet wide by an average of 1 foot deep. On the Joseph Turo tract (lot 30) there are 10 double frame negro houses, with entry between; 1 double frame overseer's house; 1 double frame kitchen, with two rooms; 1 double frame building, used for storeroom and smoke house; 1 frame mechanic's house; 1 hospital building, with 3 rooms; 1 blacksmith shop; 1 carpenter shop; 1 tool shed and nursery, and 6 or 8 log houses used for corn and fodder, cribs and stabling; 1 open cistern or reservoir; 3 cisterns and 2 wells; 160 acres of land in cultivation, first grade, 54 acres of second grade, 49 of third grade, 31 do. fourth grade, and 99 acres of pasture land enclosed; 5716 cubic yards of levee; 976 rods of ditching, 5 feet wide by 1 foot deep; 1 draft ditch, 8 feet wide by 18 inches deep, 160 rods long. On the Ezekiel Loe tract (lot No. 5) there are 20 acres of land in cultivation, of second grade; on section 6, 20 acres of land, same grade; on section 7, there are 22 acres cleared, same grade; on section 8, 23 acres, same grade; on section 9, 25 acres, same grade; on section 10, 20 acres, same grade. There are 624 rods of cross ditching outside of the boundaries of the lands specified in this interrogatory, but were constructed to drain them, and 108 rods of a bayou cleared out for the same purpose, which is also not in the survey. I do not know when these improvements were made, except the dwelling house of Mr. William Perkins, which was built some time in the year 1847; as to the cost and present value I cannot say.

Answer 8th. I know nothing of the subject of this interrogatory.

Answer 9th and 10th. Same answer as above.

Answer 11th. My answer to this interrogatory has been given in my answer to the 6th; as to the value of leveeing and ditching I cannot say what it is worth.

Answer 12th. I know nothing.

Answer 13th. I cannot say.

Answer 14th. I know nothing.

Answer 15th. I know nothing.

Answer 16th. I cannot say.

Answer 17th. I do not know any thing further, that I am aware will be material to the parties to this suit; I, however, attach to my answers a plat which I have made, after surveying the lands about which I have been interrogated. I ought to add, in explanation, that

the land designated as first grade includes all which appears to have been long in cultivation; the other grades designate what appears to have been more recently cleared.

Answers to cross interrogatories.

Answer to 1st interrogatory. I have answered this in my answer to 2d direct interrogatory.

Answer 2d. I made a survey of the lands, about which I have been interrogated, in October last, (1848.) The defendant, for whom I made the survey, furnished me with a certified copy of the township map from the surveyor general's office, and Government field notes.

Answer to 3d. I am enabled to designate the location of the several improvements, buildings, &c., &c., on said tracts of land by actual survey thereof, made at the time herein before stated.

Answer to 4th. I have no knowledge of the subject-matter thereof.

Answer to 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24. Same answer as above.

Answer to 25th. I have no knowledge of the settlement of Isaac House. I have no knowledge of Spring bayou. The northern boundary of the Turo tract is not formed, in whole or in part, by any bayou; it is designated by a marked line. There is a small dry bayou making out from bayou Vidal, and running westerly through lot No. 10.

Answer to 26, 27, 28, 29, 30, 31, 32, 33, and 34. I have no knowledge.

W. D. MAXWELL.

Sworn to and subscribed, this 9th day of March, A. D. 1849, before me.

J. C. SEALE, *Com'r.*

Endorsed: Filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

[For map see original, page 187.]

I do hereby certify, that I have surveyed the *the* improved portions of the lands represented on the annexed plat, and have subdivided and estimated the respective portions thereof, as represented upon said plat and in the annexed table, showing the portions of said lands in the various stages and degrees of cultivation and improvement, and the number of acres in each portion of each section.

Nov. 20, 1848. W. D. MAXWELL,
County surveyor of Claiborne co., Miss.

No 1892 - Assignment to Perkins

Endorsed: Filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

[For map see original, page 189.]

A map of ditches and levees, Somerset plantation.
W. D. MAXWELL,
Sur. Cl. co., Miss.

Endorsed: Filed with master's report, June 16th, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Request of, and instructions to, master.

E. P. FOURNIQUET
vs.
JOHN PERKINS.

The master in chancery herein asks of the court instructions upon the following point:

The defendant, John Perkins, was the proprietor of front lots on the Mississippi river before coverture, to which was a back concession. In the back concession the front proprietor had a pre-emption right; the back concession was entered during the coverture. Is the said back concession, so entered during coverture, community property?

L. HUNTON.

The court is inclined to the opinion that the property referred to above is community property.

THEO. H. McCALEB,
U. S. judge.

January 17th, 1849.

Endorsed: Filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Consent and agreement of plaintiffs.

E. P. FOURNIQUET and Ux.
vs.
JOHN PERKINS.

Circuit court United States, eastern district, Louisiana, in chancery, and before commissioner.

I consent and agree that the defendant, or his solicitor, may take the deposition of Mr. A. Fiske, to prove the two accounts herewith, A & B, purporting to be sales, and report of account sales of 210 bales cotton by Fiske & Co., in 1819. The depositions to be taken without further notice, and sworn to before any officer authorized to administer an oath; the witness answering the questions for the complainant at the same time.

JOHN HENDERSON,
Solicitor for compl'ts.

1st. For what purpose, in whose name, and for whose use, was the draft of $3,000 charged up in account A, on 3d September, 1819?

2d. What were the payments made by you, or your house, in Natchez, which you report (account A) as excepted from the balance of $5,990 39, due Perkins; were these payments in Natchez payments of old debts of Perkins, in bank or otherwise, or to whom; were such payments made you on account of Perkins, and for what debts?

3d. Was or was not said Perkins, at that time, much in debt in and about Natchez, and generally exceeding the proceeds of crop reported above? State specially, and for what so indebted.

JOHN HENDERSON,
Solicitor for plff.

Endorsed: 1268, filed with master's report, June 16th, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Testimony of Alvarez Fisk, for defendant.

E. P. FOURNIQUET and WIFE and others
vs.
JOHN PERKINS.

Testimony taken before master in chancery, July 13, 1850.

Alvarez Fisk being duly sworn on behalf of defendant says, the paper hereto annexed, marked B, is a correct account of sales of 210 bales of cotton, of the crop of defendant on his Somerset plantation, for the year 1818, and which was sold in 1819; and the account marked A is a correct account current of McNeill, Fisk & Rutherford, of which firm witness was a member, showing balance in favor of defendant, John Perkins, of $5,991 39, on the 30th day of October, 1819.

Cross examined. 1.

Does not know for what purpose, or for whose use, the draft of $3,000 charged in said account was made, further than is shown by the draft itself. Does not know whether the payments made in Natchez, referred to in account A as excepted from the balance of $5,991 39, were made for old debts, or for what debts, nor to whom made. Deponent does not think Perkins was much in debt or embarrassed in his pecuniary means; he owed a debt for the purchase of some twenty negroes from Francis N. Bynum, but he was not embarrassed by the debt, for he was abundantly able to meet the instalments as they became due.

ALVAREZ FISK.

Sworn to before me, July 13, 1850.
L. HUNTON, *Master in ch'y.*

Endorsed: Filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

[*Note.*—For documents B & A, annexed to the above, see the four next succeeding pages.]

Document marked B, annexed to the foregoing deposition.

Sales of two hundred and ten bales of cotton, for account of John Perkins, esq.

Marsson & Kuhn—46 bales.

P.					
No. 20, 359	No. 19, 348	No. 47, 352	No. 79, 378	No. 53, 360	
9, 351	104, 341	106, 386	96, 366	81, 359	
97, 365	57, 376	37, 340	95, 353	82, 348	
15, 340	105, 347	46, 335	85, 358	67, 389	
24, 349	31, 353	50, 339	68, 370	92, 375	
85, 358	86, 406	51, 359	94, 350	65, 405	
76, 344	44, 355	38, 343	84, 362		
88, 350	109, 293	60, 344	66, 398		
49, 367	48, 347	93, 338	72, 365		
91, 355	110, 325	70, 387	98, 355		
3538	3491	3523	3655	2236	

3538
3523
3655
2236

16,443 pounds, at 16 cents..... $2,630 88

Job Wilson—30 bales.

Nos. 71, 415	Nos. 23, 340	Nos. 77, 374
58, 362	3, 355	22, 370
25, 344	56, 357	87, 334
78, 348	5, 337	89, 371
61, 369	8, 338	111, 370
54, 362	108, 350	45, 345
34, 376	2, 355	28, 325
59, 366	20, 387	40, 330
6, 330	63, 380	30, 337
7, 364	16, 332	21, 335
3636	3531	3491

3636
3491

10,658 pounds, at 16 cents..... 1,705 80

E. Forstall—4 bales.

Nos. 26, 385
33, 355
35, 375
1, 348

1,463 pounds, at 17 cents.... 248 71

Thomas L. Servoss—114 bales.

Half cash, half sixty days, with interest added.

Nos. 13, 345	Nos. 41, 363	Nos. 172, 356	Nos. 208, 388
62, 368	103, 356	115, 338	181, 360
29, 325	36, 339	129, 359	194, 385
80, 351	17, 351	191, 338	189, 400
52, 365	28, 344	184, 377	123, 329
73, 387	27, 361	164, 381	130, 344
55, 360	169, 387	135, 344	167, 367
4, 367	163, 383	175, 330	198, 385
107, 368	174, 385	118, 345	201, 375
14, 350	186, 360	113, 339	121, 358
3586	3629	3502	3691

Amount carried over..... $4,584 87

Document marked B—Continued.

	Amount brought over.....	$4,584 87
	Thomas M. Servoss, continued from other side.	
P. Nos. 122, 348	Nos. 210, 385 Nos. 195, 391 Nos. 161, 323 Nos. 202, 372	
127, 350	155, 385 193, 367 142, 347 177, 385	
150, 367	156, 362 158, 366 145, 387 144, 360	
168, 395	200, 370 209, 399 160, 343 126, 330	
166, 355	165, 359 149, 368 188, 370 128, 347	
207, 366	146, 367 124, 325 157, 377 114, 347	
205, 390	182, 391 179, 420 176, 375 187, 369	
119, 352	154, 370 171, 355 153, 357 190, 365	
125, 336	148, 382 147, 369 197, 374 131, 347	
136, 343	152, 363 138, 369 134, 360 183, 379	
3602	3734 3729 3613 3601	
	Rec.	
Nos. 120, 327	Nos. 162, 360 Nos. 192, 371 1483	
116, 340	173, 365 180, 368 3713	
185, 368	159, 374 151, 370 3551	
133, 347	196, 370 178, 374 3601	
170, 383	204, 373 3613	
139, 347	306, 367 3729	
117, 364	143, 367 3734	
132, 350	137, 392 3602	
140, 360	141, 369 3691	
199, 365	283, 376 3502	
	3629	
3551	3713 1483 3586	
	41,434 lbs., at 16 cts..	6,629 44
Delivered Wilkins & Linton, by order, 16 bales, w'g 5760 lbs.		$11,214 31
Charges.		
Freight 194 bales, at $2.....	$388 00	
Drayage 194, do.	20 25	
Housing.....	12 12	
Weighing.....	19 40	
Storage on 46 bales 1 mo.....	$9 20	
30 " 2 "	12 00	
16 " 3 "	9 60	
98 " 2 "	39 20	
4 " 2 "	1 60	
	71 60	
Commission on $11,214 31, at 2½ per cent.....	280 36	
		791 73
E. E.		$10,422 58

New Orleans, Oct. 30, 1819.

McNEILL, FISK & RUTHERFORD,
Per J. BERTRAND.

Endorsed: Suit No. 1268; filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. clk.*

DR. *John Perkins in account current with McNeill, Fisk & Rutherford.* CR.

Mark (A.)

1819.			1819.		
Aug. 11	To cash paid T. Dow for 15 barrels pork - - - -	$120 00	Oct. 13	By N. P. 210 bales cotton, as per sales herewith - -	$10,422 58
18	sundries, per invoice forwarded - - - -	56 41			
Sept. 3	our accept. his draft for J. Henderson - - -	453 66			
8	our accept. his draft due 21st inst. - - - -	3,000 00			
13	cash paid Beatty & Greaves, per rec't - - - -	394 44			
Oct. 30	sundries, per invoice - -	406 68			
	balance to acc. - - -	5,991 39			
		$10,422 58			$10,422 58
			Oct. 30	By balance of acc. as per above, exclusive of amounts paid in Natchez - -	$5,991 39

New Orleans, Oct. 30th, 1819. Errors and omissions excepted.

Endorsed: Current showing acct. sales of 210 bales cotton, made at Somerset, 1818. Account not signed.
"1268." Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By WILLIAM CORNELIUS, *D. C.*

Fourniquet and Wife et als. vs. Perkins.

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Testimony of A. Fisk.

FOURNIQUET and als.
vs.
JOHN PERKINS.

United States circuit court, in and for the fifth circuit and district of Louisiana.

Personally appeared before me Alvarez Fisk, who being by me first duly sworn to speak the truth, the whole truth, and nothing but the truth, deposed as follows:

Called by the plaintiff.

The account annexed, marked No. 1, "A," and filed on this date, is correct. This was objected to by the defendant's counsel, upon the grounds that it is not relevant to the issue, and not connected with any matter connected with this suit; which objection was overruled, and the account received.

Examined by the defendant.

Witness being shown the note and receipt marked No. 10 and 11, offered in evidence heretofore, before L. Hunton, master in chancery, says the note is genuine, and was due to himself and McNeal. He thinks that this is a note which Perkins compromised with them by paying one-half, and Fisk and McNeill looked to Bynum for the payment of the other half. Witness being shown the paper No. 47, heretofore filed, is asked if the signature of E. Turner thereto is genuine. It is objected to, upon the ground that the party is alive, and should have been examined to prove his own signature; the objection is overruled, and witness answers and says, he knows the signature very well, and it is genuine.

Witness is shown the paper heretofore filed and marked No. 43, to which is attached three notes, and asked if the signatures to the notes are genuine. He answers, that he knows the signatures of John Perkins, Judge Edward Broughton, and Thomas C. Coit, they are genuine. The signatures of Hart and Rives, he thinks, are genuine, but he is not certain. Mr. Coit the witness knew very well, and he is dead. Witness is shown paper marked "1, W. M. R.," and now filed, and is asked if the signature thereto of Thomas C. Coit is genuine; he answers that it is. Plaintiff objected to the introduction of this paper because it is irrelevant, and because the date of it is subsequent to the death of Mrs. Perkins; the objection is overruled. Witness is shown paper marked "2, W. M. R." He answers that the signatures thereto are genuine. Witness is shown the account marked "12, L. H," and heretofore filed. The signature thereto is genuine, and the items therein charged were furnished to Judge Perkins, for his plantation in Louisiana, in the year 1824, and paid as stated in the account, and he thinks in 1825. Witness is shown documents marked 3, W. M. R.;

4, W. M. R.; 5, W. M. R.; 6, W. M. R.; 7, W. M. R., and answers that the signatures of Sugars Turner to the same are genuine.

Cross examined by the complainant.

Witness is shown the paper marked 10 and 11, of which he has been examined in chief by defendant herein. He says the note was originally given for a just debt to the parties therein named, arising from a claim, as it is supposed, against Francis A. Bynum, of Alexandria, Louisiana, for which the payees garnisheed Judge Perkins, the defendant; upon which garnishment said Perkins acknowledged himself indebted to Bynum, upon a note given said Bynum, several years anterior, for about the sum of $2,660; whereupon defendant gave said note to Fisk & McNeill. But subsequently, after the giving of this note to Fisk & McNeill, to settle said garnishment, defendant ascertained that he had settled the aforesaid note of $2,660, having paid it to Bynum, or the holder of it; whereupon defendant objected to the payment of his note to Fisk & McNeill, amounting to $1,735 45, and, to avoid litigation in chancery, Fisk & McNeill compromised with said defendant, by taking one-half of the face of the note and looking to Bynum for the balance, which has never been paid. Witness thinks that the note of $2,660, above alluded to, was given by defendant, among a series of other notes, to Bynum for the payment of negroes. Witness thinks it probable, in consequence of the error of which the defendant complained, that a due bill heretofore introduced and marked 18, dated June 1st, 1824, signed by defendant, was given by defendant as a retaining fee to defeat the payment of the aforesaid note to Fisk & McNeill.

Defendant now examines witness in chief. Witness knew R. L. Smith, who resided in Natchez, not far from where Judge Perkins resided. Smith kept a drug store; sold paints and oils about 1824. Montgomery & McNeill resided in Natchez, and kept a general assortment of goods for country dealers in 1822, up to 1825. S. & H. Postlethwaite resided in Natchez; kept a general store at the same time. Plaintiff admits that Nathaniel Bonner was overseer for Judge Perkins at the time the voucher 8 and 9 specifies. H. F. & J. P. Walworth were general merchants in Natchez from 1822 to 1825, *and before* after. Frederick Staunton & Co. also, dry goods merchants, during same time and place. J. P. Schuyler kept dry good store about same time, and in same place. So did James J. Rowan & Co. So did Perkins & Wren. So did Thomas Nixon. So did P. M. Lapice, and also a hardware store. It is admitted that the persons in whose favor the accounts are made out, being on vouchers of defendant from 1 to 48, followed *followed* the vocation at the time and place that the accounts indicate. Witness is shown paper No. 49, heretofore filed. Plaintiff objects to the introduction of the paper, because it is altogether in the handwriting of defendant, and does not appear to have been out of the possession of defendant. The paper is received, but only as

evidence, so far as the defendant may hereafter show, that it was an outstanding debt against defendant and paid by him. Witness is shown the paper heretofore filed marked No. 46; the receipt is in handwriting of James Watson, and signed by him. Micajah Terrel kept a dry goods and hardware store in Natchez about 1824, and A. Lynch was his clerk.

Witness is shown the paper marked 8, W. M. R., and now filed. He knows Joseph Dunbar; he is dead; his signature to said paper is genuine; so is that of John Perkins, def't. It is admitted that paper marked 10, W. M. R., *that* the signatures to the account.

ALVAREZ FISK.

Sworn and subscribed to before me, this 20th day of December, 1850.

W. M. RANDOLPH,
Master in ch'y.

Endorsed: "1268." Test'y of A. Fisk, and admission of compl't. Filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Testimony of Mr. Davis.

FOURNIQUET and als.
vs.
JOHN PERKINS.
} In chancery.

On this the 31st day of December, 1850, I caused Joseph E. Davis to come before me, to give testimony in the above case; and after having first sworn him, according to law, he answered my questions as follows:

I was not particularly acquainted with the McCormick tract of land in 1827; indeed I had very little knowledge of its locality. The best improved lands at that time, and such as were least liable to overflow, in the parish of Concordia, which at that time included also the parish of Madison, were worth from about ten to twelve dollars per acre. I have been a planter in the State of Mississippi since about 1824, and my plantation is nearly opposite to Somerset.

J. E. DAVIS.

Sworn to and subscribed before me the day and date above.

W. M. RANDOLPH,
Master in chancery.

Endorsed: "Testimony of Mr. Davis."
"1268," filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Note of John Perkins to Joseph Dunbar, administrator, &c.,

WASHINGTON, *November 29th*, 1823.

On or before the first day of May next, I promise to pay to Joseph Dunbar, administrator of Gam'l Pease, deceased, or order, the sum of eight hundred and sixty-one dollars and 33 cents, being in exchange for my draft of the 4th March last, for the like sum, drawn on A. and S. Fisk & Co., payable 1st May next.

JOHN PERKINS.

$861 33.

	$861 33
1825, May 3, interest 1 year - - -	68 90
	$930 23

Received payment as above stated, say nine hundred and thirty dollars and twenty-three cents.

JOSEPH DUNBAR,
Administrator of G. Pease.

Endorsed: Filed December 20th, 1850.

W. M. RANDOLPH,
Master in chancery.

"Filed with master's report, 16th June, 1851."

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Vouchers filed with master's report, 16th June, A. D. 1851.

Dollars 3,000. *December* 2, 1829.

On the first day of February, eighteen hundred and thirty, I promise to pay to the order of John Perkins three thousand dollars, payable and negotiable at the Bank of the State of Mississippi, for value received.

BENJ. BYNUM.

Written across the face of the above, as follows:
"Received payment, with 8 per cent. interest up to June 1, 1831, say three thousand and eighty dollars."

JOHN PERKINS.

"The above was paid to me, according to the receipt above, by Thos. P. Eskridge, esqr."

JOHN PERKINS.

Dollars 325. *December* 2, 1829.

On the first day of February, eighteen hundred and thirty-one, I promise to pay to the order of John Perkins, three hundred and twenty-

five dollars, payable and negotiable at the Bank of the State of Mississippi, for value received.

BENJ. BYNUM.

Written across the face of the above, as follows:

"Received payment with interest up to June 1, 1831, say three hundred thirty-three dollars and sixty-six cents."

JOHN PERKINS.

"The above was paid me by Thomas P. Eskridge, esqr., according to the receipt above.

JOHN PERKINS.

Received of B. S. Bynum his draft on A. Fisk, esqr., for five hundred dollars, being the hire of hands, negroes, for the year eighteen hundred and twenty-nine, January 13, 1830.

JOHN PERKINS,
Curator to
H. G. BYNUM.

$500.

Fourniquet et als. vs. John Perkins.

Filed the annexed notes, (above,) one of - - -	$3,000
And one other of - - - - - - - - -	300
And one receipt for - - - - - - - -	500

The signatures of Benjamin Bynum *is* admitted, by R. N. Ogden, esqr., to be genuine; the signature to the receipt is also admitted.

WM. M. RANDOLPH.
Master in chancery.

Filed, December 20th, 1846.

W. M. RANDOLPH,
Master in chancery.

Document—Account and receipt.

John Perkins, esq., to S. and H. P. Postlethwaite. Dr.

1824, Dec. 7.	To 1,504 yds. tow linen, at 15 c. - -	$225	60
1825, Jan. 3.	81 yds. bleached linen, at 25 c. - -	20	25
		245	85
Jan. 24.	1 ream paper - - - - - -	3	50
	1 barrel whiskey, 35 gals., 28 c. - -	9	80
		$259	15

Received payment by draft on A. Fisk and Co., New Orleans, 22d January, 1825.

S. & H. P. POSTLETHWAITE & Co.

Endorsed: "W. M. R., filed Dec. 20, 1852. Filed with master's report, 16th June, A. D. 1851."

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Annexed to the above by a wafer is the following:

John Perkins bought of S. & H. P. Postlethwaite.

Yards tow linen.

27	14	18½
26½	12½	10
28	19½	19¾
12	45½	7½
12½	43½	12¾
13¾	40½	25½
22¼	28	12
24	9½	13¾
36¾	17	25½
20	11	30
28¾	10	31
34½	17¾	35
31¼	17	11
26	28	23½
11½	21	
354½	334½	275¾
		334½
		354½
		964¾

Lackage - -	13½—951¼ yards, at 18¾ - -	$178 36
10 boxes candles	488½ lbs., 4 c. - -	19 54
6 plow lines	- - - - -	40
		$198 50

Document marked "1," W. M. R.—Account.

John Perkins, esq., to Thomas C. Coit.

1826.	Dr.	
June 4	To balance from old account settlement—for branch candlestick, and glass - -	$40 75
Dec. 12	mending curtain pin - - - -	75
	cord, $1 25; paper tacks, 25c - - -	1 50
23	½ dozen soap, $1 25; silver pencil case, 75	2 00
29	2 pair plated cloak rings - - - -	50

Document marked 1, *W. M. R.—Account.*—Continued.

1827.			
Jan.	19	1 fine ivory comb - - - - - -	38
	22	sundry spoons, say $100; pencil case, 75c -	100 75
May	16	silver tops to castor bottles, and mending castor - - - - - - - -	3 00
	23	mending key to lock - - - -	25
	26	2 head brushes, 50c - - - - -	1 00
		dressing comb, 25; fine ivory comb, 37c -	62
	28	pair shell side combs, 7s.; 30th, bodkin, 3s.	1 25
	31	acceptance your draft favor A. Bingham -	116 28
		cash paid yourself - - - - - -	100 00
		acceptance your draft favor J. Neibert -	42 75
		Do do do Doctor Edwards -	20 50
			$432 28

Received pay in full, Natchez, May 31, 1827.

THOS. C. COIT.

Endorsed: "1," W. M. R. Filed 20th December, 1850.

W. M. RANDOLPH,
Master in chancery.

Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS.

Document marked "2," W. M. R.—Bill of exchange.

$275. NEW YORK, *7th January*, 1835.

Sixty days after sight, this my only bill, pay to the order of Clark, Coit and Cargill, two hundred and seventy-five dollars, and charge the same to account of John Perkins, esq., for the purpose specified in your letter to me of 18th August, ultimo, and oblige your humble—

THOMAS C. COIT.

Messrs. BULLETT, SHIPP & Co., merchants,
New Orleans, Louisiana.

[Endorsed across the face:] January 27, 1825,
BULLETT, SHIPP & CO.

Endorsed: 2, W. M. R. Filed 20th December, 1850.
Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *Deputy Clerk.*

Document "3," W. M. R.—Letter of attorney—Bynum to Turner.

Know all men by these presents, that I, Breton Bynum, of the

county of Greenville, and State of Virginia, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, Sugars Turner, junior, my true and lawful attorney, for me and in my name and stead, but to my use, to ask, demand, sue for, recover, and receive my distributive share of the estate whereof my brother, Frank, or Francis Bynum, late of the State of Louisiana, died seized and possessed, and upon the receipt of the same, or any part thereof, to give a good, valid, and lawful receipt and acquittance therefor; and the property so recovered, be it of what kind soever, to pay over and account with me for without delay. And my said attorney is hereby fully empowered to take all necessary and lawful steps, for me and in my name, to facilitate and expedite the recovery of the said property in as full, ample, and complete a manner as I could do were I personally present; hereby ratifying and confirming all that my said attorney may lawfully do in and about the premises.

In witness whereof I have hereunto set my hand and seal, this 12th day of January, one thousand eight hundred and twenty.

BRETON BYNUM. [SEAL.]

Signed, sealed, and acknowledged in presence of us.

VIRGINIA:

At a court held for Greenville county, the 12th day of January, 1820, this letter of attorney was acknowledged by Britton Bynum, a party thereto, and ordered to be recorded.

Teste: E. MASON, *C. G. C.*

STATE OF VIRGINIA,
Greenville county, to wit:

I, Person Williamson, presiding justice of the peace in and for the county of Greenville aforesaid, do certify, that Edmonds Mason, whose signature is annexed to the above certificate of the acknowledgment and admission to record of the within letter of attorney, is clerk of the county court for the county aforesaid, duly appointed and qualified according to law, and that his attestation as such is in due form of law, and all faith and credit is and of right should be given thereto.

In testimony whereof I have hereunto set my hand and affixed my seal, this 14th day of January, 1820.

PERSON WILLIAMSON, *P. J.* [SEAL.]

STATE OF VIRGINIA,
Greenville county, sct:

I, Edmonds Mason, clerk of the county court for the county aforesaid, do certify, that Person Williamson, whose signature is annexed to the above certificate, is the presiding justice of the peace in and for the county aforesaid, duly commissioned and qualified according to law, and full faith is and of right should be given to all his official acts.

In testimony whereof I have *I have* hereunto set my hand and affixed the county seal, this 12th day of January, 1820, in the 44th year of American independence. [SEAL.]

E. MASON, *C. G. C.*

Received, June 2d, eighteen hundred and twenty, of the curator or administrator of the estate of the late Francis Bynum, of the parish of Concordia and State of Louisiana, deceased, one hundred and fifty-one dollars and seventy-five cents, being the full amount due to Britain Bynum, on account of his brother, Francis Bynum, deceased, estate.

SUGARS TURNER,
Attorney in fact for Britton Bynum.

THE STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that, on the day of the date hereof, personally appeared before the undersigned, judge of the parish aforesaid, the above named Sugars Turner, attorney in fact for Britton Bynum, and acknowledged the above receipt to be his free and voluntary act and deed for the purposes therein expressed and contained, and desired the same to be recorded as such.

Given under my hand, this 3d day of June, A. D. 1820.

E. BROUGHTON,
Judge parish Concordia.

The State of Louisiana, parish of Concordia. Recorded in book C, pages 412 and 413.

In testimony whereof I have hereunto set my hand and affixed my seal of office, this third day of June, in the year of our Lord one thousand eight hundred and twenty. [SEAL.]

EDWD. BROUGHTON,
Judge of the parish of Concordia.

Endorsed: "3," W. M. R. Filed December 20, 1850.

W. M. RANDOLPH,
Master in chancery.

Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Document "4," W. M. R.—Letter of attorney.—Prince to Turner.

Know all men by these presents, that I, Elizabeth Prince, late Elizabeth Bynum, of Southampton, and State of Virginia, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, Sugars Turner, junior, my true and lawful attorney, for me and in my name and stead, but to my use, to ask, demand, sue for, recover, and receive my distributive share of the estate,

whereof my deceased brother, Frank, or Francis Bynum, late of the State of Mississippi, died seized and possessed, and upon the receipt of the same, or any part thereof, to give valid and lawful receipt and acquittance therefor, and the property or effects so recovered, be it of what kind soever, to pay over and account with me for without delay; and my said attorney is hereby fully empowered to take all necessary and lawful steps, for me and in my name, to facilitate and expedite the recovery of said property in as full and ample a manner as I could were I personally present; hereby ratifying and confirming all that my said attorney may lawfully do in and about the premises.

In witness whereof I have hereunto set my hand and affixed my seal, this fourth day of February, one thousand eight hundred and twenty.

her
ELIZABETH X PRINCE. [SEAL]
mark

Signed, sealed, and acknowledged in the presence of us—
WM. B. GOODWYN,
FRANCIS RIDLEY.

STATE OF VIRGINIA,
Southampton county, sct:

We, Lawrence Cook and Wm. L. Everett, two of the Commonwealth's justices of the peace, assigned to keep the peace in and for the county and State aforesaid, do hereby certify, that Elizabeth Prince, whose name is affixed to the foregoing power of attorney, this day personally appeared before us, in our county aforesaid, and acknowledged the same to be her hand and seal, act and deed.

Given under our hands, this 8th day of February, 1820.

LAWR. COOK, *J. P.* [SEAL.]
WM. L. EVERETT. [SEAL.]

STATE OF VIRGINIA,
Southampton county, sct:

I, James Rochelle, clerk of the county court of Southampton, do hereby certify, that Lawrence Cook and William L. Everett, whose names are affixed to the foregoing certificate of acknowledgment, are in the commission of the peace in and for the county of Southampton aforesaid, (duly commissioned and qualified according to the laws and constitution of this State,) and were at the time of signing the same, and that full faith and credit are due all their acts as such.

In testimony whereof I have hereunto set my hand and caused the [SEAL.] seal of my office to be affixed, this 14th day of February, 1820, and 44th year of the Commonwealth.

JAMES ROCHELLE, *C. S. C. C.*

Received, June the second, 1820, of the curator or administrator of the estate of the late Francis Bynum, of the parish of Concordia,

State of Louisiana, deceased, one hundred and fifty-one dollars and seventy-five cents, being the full amount due me on account of my aforesaid brother's estate.

SUGARS TURNER,
Attorney in fact for Elizabeth Prince, late Elizabeth Bynum.

STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that, on the day of the date hereof, personally appeared before me, the undersigned, judge of the parish aforesaid, the above named Sugars Turner, attorney in fact for Elizabeth Prince, late Elizabeth Bynum, acknowledged the foregoing instrument of writing or receipt to be his free and voluntary act and deed, and desired the same to be recorded as such.

Given under my hand this third day of June, in the year of our Lord one thousand eight hundred and twenty.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

THE STATE OF LOUISIANA,
Parish of Concordia.

Recorded in book C, pages 400 and 401.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, this 15th day of June, in the year of our [SEAL.] Lord one thousand eight hundred and twenty.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

Endorsed: "1268," "4," W. M. R. Filed Dec. 20th, 1850.
W. M. RANDOLPH.
Master in ch'y.

Filed with master's report, 16th June, 1851.
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Document "5, W. M. R."—Letter of attorney, &c.—Drury Bynum to Sugars Turner.

SOUTH CAROLINA,
Richland district.

Know all men by these presents, that I, Drury Bynum, of the State and district aforesaid, for divers good causes and considerations me hereunto moving, have made, ordained, authorized, and appointed, and by these presents do make, ordain, authorize, and appoint, Sugars Turner, junior, esq., of the State of Alabama, and Madison county, my true and lawful attorney, for me and in my name and to my use, to ask, demand, sue for, recover, and receive, of the administrator of my late

brother, Francis Bynum, deceased, of the State of Louisiana, all such sum or sums of money, debts, and duties whatsoever, which now are due or may become due or owing unto me, the said Drury Bynum, by and from the said administrator of my late brother, Francis Bynum, deceased; to have, use, and take all lawful ways and means in my name or otherwise, for recovery thereof, by attachment and distress or otherwise, and to agree and compound for the same, and acquittance or other sufficient discharge for the same, for me and in my name, to make, seal, and deliver, and to do all other lawful acts and things whatsoever concerning the premises, as fully in every respect as I might or could do if I were personally present, ratifying and allowing all and whatsoever my said attorney shall in my name lawfully do in and about the premises by virtue of the presents.

In witness I have, this sixth day of May, in the year of our Lord eighteen hundred and twenty, set my hand and seal.

DRURY BYNUM. [SEAL.]

Signed in the presence of Solomon Spence. Recorded, book C, 402–'3.

SOUTH CAROLINA,
Richland district.

Before me, Jesse M. Howell, one of the justices of the quorum for the district and State aforesaid, personally appeared Solomon Spence, and made oath that he saw Drury Bynum sign, seal, and deliver the within power of attorney for the uses and purposes therein mentioned, and that he witnessed the due execution of the same.

SOLOMON SPENCE.

Sworn to before me this 6th May, 1820.

J. M. HOWELL, *Q. U.*

THE STATE OF SOUTH CAROLINA,
Richland district.

I, James S. Guignard, clerk of the court, do hereby certify, that Jesse M. Howell, esq., who hath attested the foregoing affidavit, is one of the justices of the quorum in the district aforesaid, and that all due faith and credit is and ought to be given to his attestations as such.

Given under my hand and the seal of the said court, at Columbia, this 8th day of May, anno Domini 1820, and in the forty-fourth year of American independence.

JAMES S. GUIGNARD, [SEAL.]
Clerk of the court.

Received, June the second, eighteen hundred and twenty, of the curator or administrator of the estate of the late Francis Bynum, of the parish of Concordia, State of Louisiana, deceased, one hundred

and fifty-one dollars and seventy-five cents, being the full amount due me on account of my deceased brother's estate.

SUGARS TURNER,
Attorney in fact for Drury Bynum.

THE STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that, on the day of the date thereof, personally before the undersigned, judge in and for the parish aforesaid, appeared the foregoing named Sugars Turner, attorney in fact for Drury Bynum, and acknowledged the foregoing receipt to be his free and voluntary act and deed, for the purposes therein expressed and contained, and desired the same to be recorded as such.

Given under my hand this third day of June, in the year of our Lord one thousand eight hundred and twenty.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

THE STATE OF LOUISIANA,
Parish of Concordia.

Recorded in book C, pages 402 and 403.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of my office, this fifteenth day of June, in the year of our Lord one thousand eight hundred and twenty.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

Endorsed: "5," W. M. R. Filed December 20th, 1850.
W. M. RANDOLPH,
Master in ch'y.

"1268." Filed with master's report, 16th June, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Document "6, W. M. R."—Letter of attorney—Barrett to Turner.

Know all men by these presents, that I, Giles Barrett, of the county of Southampton, and State of Virginia, in right of my wife Mary, late Mary Bynum, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, Sugars Turner, junior, my true and lawful attorney, for me and in my name and stead, but to my use, to ask, demand, sue for, recover, and receive my distributive share of the estate whereof Frank or Francis Bynum, late of the State of Louisiana, died seized and possessed, and upon the receipt of the same, or any part thereof, to give a good, valid, and lawful receipt and acquittance therefor, and the property so recovered, be it of what kind soever, to pay over and account with me for without delay; and my

said attorney is hereby fully empowered to take all necessary and lawful steps, for me and in my name, to facilitate and expedite the recovery of the said property, in as full, ample, and complete a manner as I could do were I personally present; hereby ratifying and confirming all that my said attorney does in and about the premises. In testimony whereof I have hereunto set my hand and affixed my seal, this seventeenth day of January, one thousand eight hundred and twenty.

JILES BARRETT. [SEAL.]

Signed, sealed, and acknowledged in presence of us—
JOHN COBB, *J. P.*
W. H. GEE, *J. P.*

STATE OF VIRGINIA,
Southampton county, sct.

We, Lawrence Cook and Wm. L. Everett, two of the Commonwealth's justices of the peace, assigned to keep the peace in and for the county and State aforesaid, do hereby certify, that Jiles Barrett, (in right of his wife Mary, who was late Mary Bynum,) whose name is affixed to the foregoing power of attorney, this day personally appeared before us, in our county aforesaid, and acknowledged the same to be his hand and seal, act and deed. Given under our hands this 8th day of February, 1820.

LAWR. COOK, *J. P.*, [SEAL.]
WM. L. EVERETT, *J. P.* [SEAL.]

STATE OF VIRGINIA,
Southampton county, sct.

I, James Rochelle, clerk of the county court of Southampton aforesaid, do hereby certify, that Lawrence Cook and Wm. L. Everett, whose names are affixed to the foregoing certificate of acknowledgment, are in the commission of the peace in and for the county aforesaid, (duly appointed and qualified according to the constitution and laws of the State aforesaid,) and were at the time of signing the same, and that full faith and credit *is* due all their acts as such.

In testimony whereof I have hereunto set my hand, and caused the seal of my office to be affixed, this 14th day of February, [SEAL.] 1820, and 44th year of the Commonwealth.

JAMES ROCHELLE, *Cl'k.*

Rec'd, June the second, 1820, of the curator of the estate of the late Francis Bynum, of the parish of Concordia, Louisiana, deceased, one hundred and fifty-one dollars and 75 cts., being the full amount due my wife, late Mary Bynum, on account of the estate of the aforesaid deceased. Rec'd also the like sum on account of my father, Simon Turner, being also his full claim on said curator or administrator for his portion of the estate of the said Francis Bynum, deceased.

SUGARS TURNER,
Attorney in fact for Jiles Barrett and Simon Turner.

THE STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that on the day of the date hereof personally appeared before the undersigned, judge of the parish aforesaid, the above named Sugars Turner, attorney in fact of Jiles Barrett, and acknowledged the foregoing receipt to be his free and voluntary act and deed for the purposes therein expressed and contained, and desired the same to be recorded as such. Given under my hand this the 7th of June, A. D. 1820.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

THE STATE OF LOUISIANA,
Parish of Concordia.

Recorded in book C, pages 410 and 411.

In testimony whereof I have hereunto set my hand and affixed my [SEAL.] seal of office, this third day of June, in the year of our Lord one thousand eight hundred and twenty.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

Endorsed: "6, W. M. R." "Filed Dec. 20, 1850. W. M. Randolph, master in ch'y." "1268." Filed 16th June, 1851, with master's report.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. Cl'k.*

Document "7, W. M. R."—Power of attorney—Dawson Harris.

Know all men by these presents, that I, Dawson Harris, of the county of Hertford, State of North Carolina, guardian of William Bynum, orphan of William Bynum, deceased, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, Sugars Turner, of the Territory of Alabama, my true and lawful attorney, for me and in my name, as guardian of the said William Bynum, to ask, demand, and receive, from the executor or administrator, or other representative, of the late Francis Bynum, of the State of Louisiana, deceased, all such sums of money, goods and chattels, or effects, as may be due from the said executor or administrator, or representative, to the said William Bynum, as the nephew or next of kin of the said Francis Bynum, deceased. And I hereby authorize and empower the said Sugars Turner my said attorney, for me and in my name and behalf, as guardian as aforesaid, to institute a suit or suits for the recovery of the said moneys, goods and chattels, and effects, as aforesaid, and one or more attorney or attorneys, for me and in my name, to constitute and appoint, and again at his pleasure to revoke, if he, my said attorney, shall deem it necessary so to do; and upon the receipt of the said money, goods and chattels, and effects, for me and in my

name, to make and execute a proper receipt, release, or discharge, for the same; and further to do and perform all such acts and things as may be proper and necessary in the premises, in as full and ample a manner as I myself could do were I personally present. And I do hereby ratify and confirm whatever my said attorney may properly and legally do and perform in relation to the premises.

In witness whereof I, the said Dawson Harriss, have hereunto set my hand and affixed my seal, the 10th day of February, 1820.

DAWSON HARRISS. [SEAL.]

Witness: JOHN WHEELER, *J. P.*
HOWELL JONES, *J. P.*

STATE OF NORTH CAROLINA.

I, Joseph T. Dickenson, clerk of the county court of pleas and quarter sessions, of Hertford county, do hereby certify, that John Wheeler and Howell Jones, esqs., whose names are subscribed to the foregoing power of attorney, are acting justices of the peace for the county of Hertford, duly commissioned and sworn, and that full faith is due, and ought to be had, to their attestations in that capacity.

In testimony whereof I have hereunto affixed my seal of office and [SEAL.] subscribed my name, this 10th day of February, anno Domini 1820.

JOSEPH F. DICKENSON, *Cl'k*,
By G. GORDON, *Dep Cl'k.*

Rec'd, June 2d, 1820, of the curator or administrator of the estate of the late Francis Bynum, of the parish of Concordia, and State of Louisiana, deceased, one *one* hundred and fifty-one dollars and seventy-five cents, being the full amount due my wife on account of her brother's estate.

SUGARS TURNER,
Attorney in fact for Dorson Harris.

THE STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that on the day of the date hereof personally appeared before the undersigned, judge of the parish aforesaid, the foregoing named Sugars Turner, attorney in fact for Dorson Harris, and acknowledged the foregoing instrument of writing or receipt to be his free and voluntary act and deed for the purposes therein expressed and contained, and desired the same to be recorded as such.

Given under my hand this 3d day of June, in the year of our Lord 1820.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

THE STATE OF LOUISIANA,
Parish of Concordia.

Recorded in book C, pages 401 and 402.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of my office, this fifteenth day of June, in the year of our Lord one thousand eight hundred and twenty.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

Endorsed: "7, W. M. R." Filed Dec'r 20th, 1850. W. M. Randolph, master in ch'y. "1268." Filed with master's report, 16th June, 1850.

J. W. GURLEY, *Cl'k*,
By W. CORNELIUS, *D. C.*

Depositions of James G. Gordon and E. C. Routh.

FOURNIQUET et als.
vs.
JOHN PERKINS.
} In chancery.

Personally appeared before me, this 30th day of December, 1850, James G. Gordon, who, being by me first duly sworn, deposed for the defendant as follows:

I am fifty-one years old, and have been a planter in this State twenty-one years; I reside in Tensas parish, and about seven miles from the homestead plantation, Somerset. My attention being called to the testimony which I have heretofore given in this case, with respect to the value of improvements, when I testified that the land was enhanced in value twenty-five dollars per acre by reason of the improvements, I meant to be understood that it is enhanced twenty-five dollars per acre by reason of the clearing, fencing, ditching, draining, &c. The buildings I do not include in that estimate, for I consider that the land is additionally enhanced in value by the buildings, and to the extent that I have in my previous testimony stated the value of the improvements to be. The first time I was on the Somerset plantation was in 1825, and then I was only at the homestead place. In 1828 I purchased lands four or five miles from the homestead, on lake St. Joseph; at the time when I purchased, lands were increasing in value, and were higher than when I first saw Somerset in 1825. I gave for the first land which I bought in 1828, and which are about four or five miles from here, on lake St. Joseph, about seven dollars and eighty-one cents per acre, payable in three annual instalments, without interest; I never heard, on or about the time aforesaid, of any improved plantations selling for fifty dollars an acre. The Windsor Forest plantation, situated upon lake Concordia, about fifty-five miles from Somerset, was sold, together with the negroes, farming utensils, and stock, in the latter part of 1827 or in 1828, for sixty-five thousand dollars; I think there were about one hundred and fifty negroes, large and small, on the place. The plantation is now owned by Captain Frank Sugett. I think there were about twenty-seven hundred acres of land in the plantation [which] had been in cultivation by the negroes on it previously

to the sale. Negro men were worth at that time—good men—five hundred and fifty to five hundred and seventy-five dollars, and prime negro women four hundred and fifty dollars; I allude to field hands. The only other sale of improved lands was one made about 1829, by Sugars Turner to Robert Dunbar; the plantation was situated on bayou Vidal, about seven or eight miles from Somerset, and on the same ridge of land as the Somerset. Does not know what the purchaser gave for it. I derived my information of the price of the Windsor Forest plantation from one of the purchasers, and my knowledge of the premises is derived from inquiries which I made, as I was trying to purchase it at the time myself.

Question. Supposing there had been six hundred acres of land cleared, and eleven hundred acres in all in the Somerset tract in 1825, when witness first saw the place, what would witness have given for it, with the buildings and improvements that he saw on it then?

Witness answers. That as he was not acquainted with the value of lands at that time he cannot answer. I was trying to buy land in 1828; I cannot say precisely, but, including the buildings and improvements, and six hundred acres supposed to be cleared, I would have given about twenty-five dollars per acre upon the usual terms of credit; that is, one-third cash, and three annual instalments for the balance of the purchase money, on the Somerset plantation. Have a plantation on which I reside on lake St. Joseph; it is better land than the homestead Somerset, and I will take thirty-five dollars per acre for it. It is as well improved as Somerset, indeed better, for the quarters are better. I have a house on it which cost forty-four hundred dollars, exclusive of the labor which I furnished in the building of it. In addition to the cisterns which I heretofore valued, I find two others on the Turo place; I think them worth one hundred and fifty dollars each. I paid that sum for each cistern that I have, and they are not so good as the cisterns that I now testify with respect to.

Witness is shown the map, and notices lots 41 and 47, and 35, being the Alexander McCormick tract of land.

He answers. I saw that place in 1831; it might have brought three or four dollars per acre at that time.

Cross examined by the complainant.

My plantation is seven miles from the river; there are about 1,490 acres on it; about 950 acres cleared, 1,300 under fence. When I first stopped on Somerset, in 1825, I did not examine the buildings. I do not know whether Windsor Forest plantation was sold before the flood of 1828; the Sugars Turner place was sold afterwards; my impression is that the Windsor Forest was sold after that flood. The flood of 1828 was a very great one; that flood enhanced the value of lands not overflown, or which were easily protected. I think Windsor Forest plantation was overflown by the flood of 1828. Judge Perkins's plan-

tations are better protected than most of the river plantations, and he is indebted to his levees for that protection.

The parties here closed the examination of the witness.

JAMES G. GORDON.

Sworn and subscribed to before me, the day and date above written.

W. M. RANDOLPH,
Master in chancery.

And now, also at the time aforesaid, came E. C. Routh, who, being by me first duly sworn, testified on behalf of defendant as follows:

I am fifty years old; I have resided in the parish of Tensas since it was created. I now reside about seventeen miles from the residence of defendant, and have resided there sixteen years. I now live as a manager on the plantation of John Ruth; I am a carpenter by trade. I worked on Somerset place in January, 1825, as a carpenter; I worked on the present dwelling house of defendant on his homestead place. In January, and on the tenth day of the month, 1825, when I first went to work on defendant's house which was then standing, the house was weatherboarded; there was at that time no flooring; the roof was on a part of the present house, but the main body of the old house was covered; it was not plastered. There was nothing done to the house, more than that it was weatherboarded and covered. I do not remember whether the chimneys were up or not. I remained there from January until May working on the house, and whilst I remained there there were eight or ten other workmen on it; when I left there the house was not finished. On the 29th of March, 1825, a tornado occurred; it did not blow the house down, but it did blow down the wings which we had put up, and racked the house a great deal. I do not think that the dwelling house, at the time I went there to work, on the 10th of May, (or January,) 1850, was worth more than a thousand dollars; there was only a frame of a dwelling house, and that was only covered in. I do not think that the materials and carpenter work of said house was worth more than a thousand dollars. At the time that I went there to work, there was on the plantation a barn and a gin house, a store room, a log kitchen, and a log dwelling that the carpenters lived in. I knew the plantation, and was on it in 1817. In 1817, when I first came on the place, I had no idea of what land was cleared on the said plantation. I suppose the gin and barn, which I found on the plantation, were worth about three thousand dollars. Of the frame of which witness speaks, there were two basement rooms and two above; whatever additions have been made on the said house have been made since 1825.

Cross examined.

I think the iron backs to the chimneys were put up whilst I was working on the place, but my recollection is not distinct. Neither Morton nor Gardin worked for defendant whilst I worked on the place.

ELIJAH C. ROUTH.

Sworn to and subscribed, before me, the day and date first above written.

W. M. RANDOLPH,
Master in chancery.

Endorsed: 1268, filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Cl'k,*
By W. CORNELIUS, *D. C.*

Testimony of John Routh.

JOHN PERKINS
advs.
E. P. FOURNIQUET & Wife, & Martin Ewing and Wife.

Testimony of John Routh, a witness on behalf of Perkins, being sworn, deposed: Being examined for the purpose of explaining his testimony in his deposition heretofore taken in this case before J. C. Sabe, commissioner, states, that he considers the land enhanced in value, by the clearing and putting into cultivation, the sum of twenty-five dollars per acre, independent of the buildings and other improvements, and that such was his meaning in his answer given to the 13th interrogatory in his deposition aforesaid.

Cross examined.

Witness used to think that the clearing of land was worth fifty dollars per acre; this opinion existed when cotton was at a higher price than [now.] When his deposition was taken, twenty years ago, fifty dollars was considered a fair price for clearing land; as a general thing, the price of cotton regulates the clearing of land.

JOHN RUTH.

The parties appeared before me, A. N. Ogden, esq., for Perkins, and E. P. Fourniquet for self and others, and took this testimony by consent, dispensing with all form, and with the usual jurat of witness.

W. M. RANDOLPH,
December 6th, 1850. *U. S. com'r.*

Endorsed: 1268, filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Testimony of Jesse Stansbrough.

FOURNIQUET et als.
vs.
JOHN PERKINS. } In chancery.

Testimony taken before me on the Backland plantation, Somerset, Madison parish, Louisiana, on the 30th December, 1850.

Present, E. P. Fourniquet, esq., in person; John Perkins present, and represented by his solicitor, A. N. Ogden, esq.

Jessee Stanbrough, being by me first duly sworn on behalf of defendant, deposeth and saith:

I am fifty-five years old; a planter by profession; have resided in the parish since 1809. Witness's attention being called to his testimony heretofore taken in this case, and being asked whether, in his answer to the 13th interrogatory in chief, when he spoke of the lands referred to in the interrogatory being enhanced in value twenty-five dollars per acre by the improvements, he included the buildings erected on the land or not, answers, I did not include the buildings, but only the clearing, fencing, ditching; I consider the lands enhanced in value additionally by the buildings to the amount at which I appraised those buildings in my testimony heretofore taken in this case. I know that Judge Perkins started a plantation in the Somerset in 1812. I think in 1818 Judge Perkins had about three hundred acres cleared, but this [is] a very rough estimate; almost guess work. I know that from about 1823 to 1826 there were lands sold about ten miles from Somerset, and on the same ridge with that plantation, on bayou Vidal, for from three and a half to five dollars per acre; these lands, so sold, had some improvements on them, but to the extent of those improvements I cannot precisely testify; that is the highest price I know of lands having brought at that time and in that neighborhood; I never heard of any sales of lands, at that period, within twenty miles above or below Somerset that brought fifty dollars per acre; I do not think that the price of land increased from 1818 to 1824 in the neighborhood of Somerset; I do not think that in 1824 Judge Perkins could have got more than twenty-five thousand dollars for the Bullock tract and the back concession thereto, together with the improvements on both places. When I speak of Somerset plantation, I allude to the Bullock tract, with its back concession. The price, both of improved and unimproved lands, is twice as high now as in 1824; fifty dollars per acre for improved lands is now about a fair price; that is, where the lands are in a great measure protected from high water. I make a rough estimate, but I think the Somerset plantation was worth in 1818 about one-third less than in 1824. I knew Alexander McCormick; he died in this neighborhood, I think in 1832. The Tensas river is eight or ten miles distant from the Warner and Turo tracts of land. I know that Judge Perkins built a gin house on Somerset some time in 1819, to supply the place of one recently burnt down; I think that two thousand dollars would have built such a gin house at that time.

Cross examined by complainant.

In 1818 I lived five miles from Judge Perkins's Somerset plantation; in 1819 gin stands were worth about four dollars a saw; the number of saws then, as now, varied from forty to seventy. To the best of my recollection, in 1818 the defendant had on Somerset about one mile and a half of *levy*, about three-quarters of a mile of it in

front and next to the river, and about as much running down the bayou. I understood the Bynum negroes were at work clearing land, and I think it was on the tract designated as the Richard Warner tract; I think in 1822, but will not be positive; I do not know how long the negroes remained there, or what clearing they made; I do not know precisely where the lines between the several tracts were in 1818. I think there may have been at that time some improvements, except upon lots marked on plan 42 and 48; I am not positive, nor do I know, what improvements had been made off of the said lots in 1818. The Patterson mill was situated, on the map now shown, somewhere in section 15, near the lowest of the three inlets into Mill bayou.

Re-examined.

Does not know whether Patterson had any title to the land; it was Congress land; does not know whether Judge Perkins claimed the land on the mill site; that land was in the hands of other persons; Judge Perkins never claimed the land on which the mill site was to witness's knowledge; and the mill site has always been in the possession of others; gin stands, running from 1819 to 1824, were worth very little.

Both plaintiff and defendant now conclude the testimony.

Questioned by the master.

I think the lots No. 37 and 35, designated on the map A. McCormick, was worth in 1827 about ten dollars per acre; I do not know whether there were improvements on it at that time; if there had been improvements on it I should have known it; if the line from the river run through the house recently built, and now occupied by William Perkins, I am satisfied that there was, in 1827, no improvements on the tract.

JESSE STANBROUGH.

Sworn and subscribed to before me the day and date above written.

W. M. RANDOLPH,
Master in chancery.

Endorsed: "1268. Filed with master's report 16th June, A. D. 1851."

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Testimony of Thomas M. Newell, taken before W. M. Randolph, master in chancery.

FOURNIQUET et als. vs. JOHN PERKINS. } In chancery.

Testimony taken before me, at Ashwood, in Madison parish, Louisiana, on the 31st day of December, 1850; present, E. P. Fourniquet and defendant, and A. N. Ogden, esq.

Dr. Thomas M. Newell, being by me first duly sworn, deposed for complainants: I reside in the parish of Tensas; I have resided there since 1841. My residence is about eight miles from Somerset; I am a physician; I am also a planter, and have been since 1835. I know Judge Perkins's place called Somerset; I have travelled over a portion of the place. I estimate the place as among the best cotton plantations cultivated in this section of the country; it was as secure as most of the best places from the effects of the overflow of 1850, and that was owing to the levees upon it. I know of but three plantations in this section of the country that were more secure than it; those three plantations were less injured by the overflow of 1850. The rent of land, in good condition to cultivate corn and cotton, is worth about three dollars per acre. I think the land of Judge Perkins, in that condition, is worth three dollars per acre per annum. The value of rented land is, in some degree, dependant upon the price of cotton, and I think, in order that such land as I have stated would be worth three dollars per acre, cotton should be about ten cents per pound. Three dollars per acre is about the average rent. The price of cotton is so fluctuating, that it is difficult to estimate rent by relation to its price. The overflow of 1828 depreciated the value of lands on the Mississippi river much. I do not think the overflow affected the lands with reference to their intrinsic value, but that overflow affected the selling price. Many persons, after that overflow, abandoned their plantations and moved to the hills, and plantations were selling very low. I think there was a small piece of Judge Perkins's plantation not overflown in 1828; the piece was near the river, where the warehouse stands; that is, along the ridge of his plantation, where it reached the river. I do not know how much land was there out of water. Judge Perkins is considered by most of the persons in the country as a good planter, and good and prudent manager. The first five years, from 1835 to 1840, inclusive, I should think about a bale to the acre per annum an average crop on such lands as the Somerset; the next ten years, up to 1850, I do not think the average yield on such land would be more than three-fourths or five-eighths bale per acre. Judge Perkins purchased some land from Mr. Butler; it was situated between Somerset and Derosset bayou. Mr. Butler told me that Judge Perkins gave him twenty dollars per acre for the land. I speak from a recollection of five or six years, and to the best of that recollection there were between forty and sixty acres cleared; it is now grown up in briars, and the houses have been removed. The houses were either of log or rough frame, and a cheap order of building. I do not think the land was of any better quality than Judge Perkins's. I think the cleared land on the Butler place equal in value to the Judge's land, barring the buildings and the levee on the latter. I think Judge Perkins purchased that land in the winter of 1836 or 1837.

Cross examined.

Mr. Butler had, as I have been informed, about 2,700 acres of land through which the Derosset bayou ran; he sold that portion of it lying

next to the river to Judge Perkins, as I have above stated; and one tract of land, on the other side of the bayou, he sold to Mr. Murdock for twelve dollars or twelve dollars and a half per acre, as I have heard. This latter sale was in 1847 or 1848. About the time of the sale from Butler to Judge Perkins I bought lands four miles west of that land, and about four miles further off from the river, at fifteen dollars per acre. I consider the land purchased by me of about the same value as that bought by Judge Perkins; I have since sold a part of my purchase for twelve dollars and a half per acre. In 1828 the best test of the value of lands was their freedom from liability to overflow, for, at that time, planters were not so well protected by levees [as] at this time. There was, at that time, no general levee along the banks of the river in Madison and Tensas parishes; parishes which at that time were comprised in the parish of Concordia; taking three-quarters of a mile river front of Judge Perkins's plantation, and three-quarters of a mile front of J. G. Gordon's plantation, running both back, and including fifteen hundred acres in each, I think the Judge's tract the most valuable.

THOS. M. NEWELL.

Sworn to and subscribed before me, the day and year above written.

W. M. RANDOLPH,
Master in ch'y.

Testimony of Richard Hewitt.

And at the same time and place came also Richard Hewitt, who, being duly sworn, deposed on behalf of complainant: I know the most of Judge Perkins's plantation called Somerset, beginning at the river and running back to the mounds; it ranks among the best plantations for corn and cotton in this section of the country. The rent value of such land, in its present condition, would be about three dollars and a half per acre for the cultivable lands. I have been living eleven years between three and six miles from Judge Perkins's plantation. I was an overseer until 1842, and since that time I have been planting for myself.

RICHARD HEWITT.

No cross examination.

Sworn to and subscribed before me, the day above written.

W. M. RANDOLPH,
Master in ch'y.

Dr. Newell recalled, and further testimony from him.

FOURNIQUET and als.
vs.
JOHN PERKINS.

Testimony taken before me, this 2d day of January, 1851.

Dr. Newell, being recalled by the complainant: I think the cleared

and cultivated lands of Mr. Perkins, running from the river to the mounds along Somerset bayou, are worth, *I think*, independent of improvements, forty dollars per acre. The portion of Judge Perkins's land which I have seen, immediately in the rear of the cultivated lands aforesaid for half a mile back, is worth ten dollars per acre. I should consider, supposing the land to be cane land, that it would be at the top of its production the third year. If I were cultivating such land, I would plough it the first season. I should suppose, from what I have seen of the outside of Judge Perkins's plantation, that it was all originally cane.

Cross questioned.

After burning cane and deadening timber, briars come in a few years upon the land; after the land has been in briars for three or four years, it usually comes up in cane again.

THOS. M. NEWELL.

It is admitted by the defendant that Mr. Hewitt would testify the same, as to the effect of burning cane and deadening timber upon land.

W. M. RANDOLPH,
Master in ch'y.

Endorsed: Filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Testimony of J. P. Walworth.

E. P. Fourniquet and Wife, and M. W. Ewing and Wife,
vs.
John Perkins.

Before Hunton, master in chancery.

Questions to H. P. Walworth—

1st. What family had Judge Perkins at his Briars residence at the death of his wife, August 12th, 1824?

Answer. To the best of my recollection, the family of Judge Perkins consisted of Miss Ann J. Bynum, Benjamin Bynum, and his two sons, John and William, and perhaps Miss Henrietta Perkins, his sister.

2d question. Did or not Judge Perkins, about 1824, or before that time, have a ferry at Barnes's landing, and a horse boat to cross to Vidalia?

Answer. During some part of the time Judge Perkins resided at the Briars he had a ferry boat running from Briars landing.

3d question. Was or not John Forsythe a brickmaker at Natchez?

Answer. Yes, he was.

Question 4th. Was or not Dr. James E. Hart the family physician of Judge Perkins?

Answer. I think he was.

2579.

Question 5th. Did you know the following persons; did they reside at Natchez? R. L. Smith—

Answer. Yes, he was a druggist.

John McNeill—

Yes, he was partner in the house of Rutherford, Fisk & McNeill.

Morton and Gardner—

Yes, they were bricklayers at Natchez.

John Forsythe—

Yes, he had a brick yard at Natchez.

James Cuddy—

Yes, he was a blacksmith at Natchez.

Griffith and Quitman—

Yes, they were lawyers residing at Natchez.

Was or not Dr. Provan and Dr. Gustine practising physicians at Natchez?

Yes, they were.

The foregoing are acknowledged to be the answers of J. P. Walworth, taken by consent, waiving all formality, Dec. 2d, 1848.

E. P. FOURNIQUET,
A. N. OGDEN.

At the same time I acknowledge that the store account of J. P. Walworth and Brother was presented to him, and its genuineness acknowledged.

E. P. FOURNIQUET.

Endorsed: Filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Deposition of Levin Disharoon before master in chancery.

E. P. FOURNIQUET and Ux., and
M. W. EWING and Ux.,
vs.
JOHN PERKINS.

United States circuit court for the 5th circuit and district of Louisiana, pending before the master in chancery.

Interrogatories to be propounded to Levin Disharoon and Robert R. Sharkey, witnesses, residing in Claiborne county, Mississippi, whose answers when taken will be read in evidence upon the hearing of the above cause before the masters.

Interrogatory 1st. Do you know the parties to this suit; how long have you known the defendant?

Interrogatory 2d. Were you or either of you acquainted with the defendant's plantation, called Somerset, at any time between August, 1818, and August, 1824?

Interrogatory 3d. How many acres of land had the defendant cleared and in cultivation in and about August, 1818? Was or not his clear

ing and improvements at that time confined to what is marked on the accompanying map as lots 42 and 48? If not, upon which of the other tracts of land did his clearing and improvements extend at that time?

Interrogatory 4th. How much levy had the defendant on or about August, 1818, on lots 42 and 48, or on any of the other tracts of land marked on said map? How far did his said levee extend on the front, and how far did it follow the north side of Somerset bayou, and extend back?

Interrogatory 5th. What were the improvements at Somerset in 1818? Describe them, their use, and probable value.

Interrogatory 6th. Was or not the defendant's gin and mill house burned down in the winter or spring of 1818; was or not his loss by the said fire a severe one? Did you *you* ever hear the defendant say any thing about his said loss; if yea, what did he say in relation thereto?

Interrogatory 7th. When did defendant erect a new gin and mill to supply the loss of the one destroyed by fire? What did his new gin and mill cost him, with the gin stands, &c.? State as near as you can.

Interrogatory 8th. What improvements, in the way of buildings, did the defendant place upon his Somerset plantation from August, 1818, up to August 1824? Describe their location, and estimate their probable value and cost.

Interrogatory 9th. By how many acres did defendant increase his cleared land from August, 1818, up to August, 1824? Examine the accompanying map and estimate the increase of clearing on the several tracts of land between those years.

Interrogatory 10th. What was it worth per acre to clear such land as the defendant's Somerset plantation from 1818 to 1824?

Interrogatory 11th. Is or not the defendant's Somerset plantation, and the lands adjoining, that is, the lands covered by the several tracts of land designated as follows: 42, 48, 46, 37, 36, 30, 10, 9, 8, 7, 6, and 5, as fine a body of land, for the cultivation of corn and cotton, as any within your knowledge?

Interrogatory 12th. What would the hire of such land be worth per acre, say from the years 1824 to 1834, from 1834 to 1844, and from 1844 to this time.

Interrogatory 13th. What were good work horses worth in 1824? What sheep? What were horned cattle worth per head at that time? What were oxen worth at the same date?

Interrogatory 14th. Do you know, or can you set forth, any other matter or thing that will be of advantage to the complainants, or material to the subject matter of this your examination? If yea, set forth the same as fully and at large as if particularly interrogated thereto.

E. P. FOURNIQUET.

Endorsed as follows: It is agreed that the within interrogatories may be taken before any judge, justice of the peace, or other officer author-

ized to administer an oath, and that all formality is waived; reserving however the legal objections to the relevancy of the testimony taken.

E. P. FOURNIQUET,
A. N. OGDEN, *for defendant.*

Filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Cross interrogatories.

E. P. FOURNIQUET and WIFE, and EWING and WIFE, vs. JOHN PERKINS. } Before master in chancery.

Cross interrogatories.

To Levin Disharoon and Robert R. Sharkey, witnesses, interrogated by the complainants.

1st. If you state that you knew the defendant's plantation between 1818 and 1824, and were able to judge how many acres of land were cleared thereon at these different periods, please state particularly your opportunities of judging, at what times you visited the plantation, and how long at any one time you remained on it, and how you are able to form your estimates.

2d. If you are able to answer the complainant's 4th interrogatory, please state particularly the means by which you are able to judge of the extent of levee.

3d. Were you on the defendant's place in 1818, or between that period and August, 1824; and if yea, please state the business that carried you there, and how long you remained.

4th. Did you know a man of the name of Thompson who was employed in 1818 by defendant to build a barn on his place? If yea, is said Thompson now living or dead? Did not said Thompson during the same year, 1818, rebuild the gin, and do you not know that the frame of the gin was put up before 12th August, 1818, and did not Thompson leave the place in January, 1819?

5th. If you are able to judge of the value of any buildings put up on defendant's plantation, state particularly how you derive your knowledge, and form your judgment.

6th. If you are able to answer the complainant's 10th interrogatory, please state what experience you have had in clearing lands, and at what times, and at what places, and where you then resided, and where you now reside.

7th. In estimating the rent of lands in answer to the 12th interrogatory, please state whether it is usual to pay rent for lands when overflowed. What years of overflow there were during this period respecting which you are interrogated. Did you know of lands being rented

during that period in defendant's neighborhood, or in the parish? Please specify instances, if you know any, and state the lowest as well as the highest rent you have known to be paid for lands, and where such lands were situated.

8th. If you know any thing connected with the subject of your examination material to defendant, you will please state the same as fully and particularly as if interrogated thereto.

Endorsed: Filed with master's report June 16th, 1851.

A. N. OGDEN,
Solicitor for defendant.

J. W. GURLEY, *Clerk*,
By WILLIAM CORNELIUS, *D. C.*

Answers of Levin Disharoon to the foregoing interrogatories and cross interrogatories.

E. FOURNIQUET and WIFE, and
M. W. EWING and WIFE,
vs.
JOHN PERKINS.

THE STATE OF MISSISSIPPI,
Claiborne county.

By virtue of interrogatories, and by reason of the agreement thereunto annexed, I, the undersigned, justice of the peace in and for the State and county aforesaid, have caused to come before me, at my office, in the town of Grand Gulf, Levin Disharoon, a witness, to me personally known, who being first duly sworn to answer the questions propounded to him, upon his oath doth say:

In answer to 1st interrogatory, witness answers. I know defendant, but do not know either of plaintiffs. Witness was not on defendant's plantation in 1818. He was there in 1813, but not after that time.

In answer to fourteenth interrogatory, witness answers. Witness went to defendant's plantation in April or May, 1813. Did not stay more than 3 or 4 weeks. When he went there the land was out of water; before leaving, it was under water; there was no levee. There was about 75 acres cleared then, as witness thinks. Defendant had a log cabin for dwelling-house. Witness slept in a cotton house; there were a few negro cabins. Witness went there with Drury Scruggs to build a gin, but left on account of high water. Could not build the gin. All the ridge on which defendant's plantation was located, was a continuous cane brake as far as witness could see.

In answer to cross interrogatories, witness answers. He was not on the plantation from 1813 until 1839. Witness not being on defendant's plantation at the period mentioned in interrogatories, he cannot answer.

To 6th interrogatory. Witness says he now resides near Grand Gulf, in the State of Mississippi, and is a planter.

To 7th interrogatory. Witness did not testify to the rent of any lands and cannot answer. Did not know of any lands being rented at that period.

In answer to 8th interrogatory, witness answers: Witness knows nothing further in relation to this matter material to the defendant.

LEVIN DISHAROON.

Sworn to and subscribed before me, at my office, in the town of Grand Gulf, State and county aforesaid, this 4th day of January, A. D. 1851.

E. CONKLIN, *J. P.* [SEAL.]

Endorsed: Offered by complainants, and filed by me, 24th January, 1851.

W. M. RANDOLPH,
Master in chancery.

Testimony of H. M. Coffee.

E. P. FOURNIQUET and WIFE, and
M. W. Ewing and Wife,
vs.
JOHN PERKINS.

Circuit court of the United States for the 5th district of La.

Interrogatories to be propounded to H. M. Coffee, a witness residing at Grand Gulf, Mississippi, and also in the parish of Tensas, where he has his planting establishment, whose testimony, when taken, will be read as evidence, before the masters in chancery, on the part of the complainants.

Int'y 1st. Do you know the parties to this cause?

2d. Have you or not been interrogated several times in relation to the subject-matter of this suit; that is, the rights of the heirs of Mrs. Perkins (widow Bynum) to a portion of defendant's Somerset lands?

3d. State, if you please, if you were or not examined in open court in the case of Mary B. Eskridge vs. John Perkins, upon the petition of M. B. Eskridge seeking a partition of defendant's lands? If yea, then set forth if you did or did not, on that occasion, state that the cleared lands at Somerset, in 1818, *was* as follows: In 1818, upon Somerset plantation there *was* from 350 to 400 acres cleared; there *was* about 75 acres that *was* not cleared smooth; there were some trees standing; he thinks he cleared off the logs and took in about 50 acres more that year; the 50 acres cleared *makes* up the 400 in cultivation."

4th. Were you or not again interrogated in the suit of E. P. Fourniquet and Wife, and M. W. Ewing and Wife, vs. John Perkins, in the circuit court of the United States for the 5th circuit and district of Louisiana? If yea, did you or not, on that occasion, set forth as follows? "I was employed by defendant, and did take charge of Som-

erset plantation, in the year 1818. It has been so long ago that I cannot say positively, but am of the impression that there *was* cleared some four to five hundred acres, and feel pretty sure that there were not less than that number of acres cleared." In answering the foregoing interrogatories 3d and 4th, review, if you please, your testimony, and state which of the above statements, upon mature consideration, you sanction as the estimate of Judge Perkins's improvement and clearing in 1818.

5th. What time, in 1818, did you leave the Judge's Somerset plantation; how many acres had he in cultivation in cotton in 1818, and how many in corn or other agricultural products at that time? Was there, or not, any cleared land at that time on the defendant's plantation not in cultivation? If yea, how much?

6th. Do you or not believe that the defendant's Somerset land is as good land for the cultivation of corn and cotton as any you ever knew? How much per annum is the cleared land upon said plantation worth, per annum hire? In estimating said hire, commence at 1824 and go to 1830, from 1830 to 1835, and from 1835 to 1845, and from 1845 to this time.

7th. Do you or not know that, in relation to the subject-matter contained in int'y 3d and 4th, you were interrogated by complainants on their cross interrogatories affixed to defendant's direct interrogatories addressed to you, James G. Gordon, John Routh, Jesse Stansbrough, and others; were the interrogatories or cross interrogatories ever presented to you for your answers? If not, please state why you were not called upon for that purpose.

8th. Do you know, or can you set forth, any other matter or thing that will be of advantage to either of the parties to the suit, or material to the subject-matter of this your examination? If yea, set forth the same as fully and at large as if particularly interrogated thereunto.

E. P. FOURNIQUET.

Agreement endorsed on the foregoing interrogatories.

It is agreed that the within interrogatories may be taken before any officer authorized to administer an oath, and that all formality as to commission, notice, &c., is waived; both parties, however, reserving objections to the relevancy of the testimony taken.

E. P. FORNIQUET,
A. N. OGDEN, *for def't.*

Further endorsement: Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *Deputy Cl'k.*

Cross interrogatories addressed to H. M. Coffee.

E. P. FOURNIQUET and WIFE, and al., vs. JOHN PERKINS. } U. S. circuit court, Louisiana.

Cross interrogatories to H. M. Coffee, a witness interrogated by complainant.

1st. Were you or not pressed by defendant to come up and testify in this case, in reply to their interrogatories, sent to take your testimony at the same time that Mr. Gordon, and Mr. Stanbrough, and Mr. Maxwell were examined, and did you not send word to defendant that you were prevented from coming?

2nd. Please state, as near as you can, what time in 1818 you left Somerset plantation, and whether you do not recollect a carpenter named Thompson who worked for defendant at Somerset in 1818? If yea, did you not leave Thompson when you went away at work building defendant's barns; or at what time do you know did Thompson begin the barn?

3d. When you were at Somerset plantation in 1818, what extent of front on the river of cleared lands was there? What would you suppose the front was at that time?

4th. Was not defendant's plantation, in 1818, in fine order and condition for planting, and were not his improvements equal to those of any other place, in that section of country, at that period of time; did he not have on it gin, mill and barns, and all necessary out-houses?

5th. Had not the defendant, in 1818, a large flock of sheep and large stock of cattle; and also what kind of a stock of hogs did he have?

6th. Will you look at the two annexed receipts of James Thompson, and one of Stephen Windham and James Thompson, and say whether you recognise these signatures, and whether they are genuine? Did you know Stephen Windham, and can you state whether he is alive, and where he can be found?

7th. Please state any other facts within your knowledge material to the subject-matter of this your examination.

A. N. OGDEN,
Solicitor for def't.

Endorsed: Filed with master's report, 16th June, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Receipts annexed, referred to in cross interrogatory 6th.

Received, Somerset, July 15th, 1818, of John Perkins, four hundred and twenty-five dollars, on a draft on John Poultney, jr., esq., which, when paid, will be in full for the building of a store or lumber-house, framing, raising, lathing, and finishing a barn, the shingling,

&c., laying floor excepted; the lathing of said barn, inside and out, as well for the shingling thereof, yet to be done by us.

STEPHEN WINDHAM,
JAMES THOMPSON.

Rec'd, Somerset, July 15th, 1818, of John Perkins, fifty dollars, in advance for work to be by me done on a gin frame and other buildings of him, the said Perkins.

JAMES THOMPSON.

Rec'd, Natchez, Feb'y 15th, 1819, of John Perkins, on settlement of all accounts, one hundred and ninety-five dollars 43¾ cents, in full for labor, framing, and carpenter's work up to this day.

JAMES THOMPSON.

Endorsed: "Rec't 1, &c."

Answers of H. M. Coffee to the foregoing interrogatories and cross interrogatories.

E. P. Fourniquet and Ux., and M. W. Ewing and Ux., vs. John Perkins. } Before W. M. Randolph, master in chancery.

The State of Mississippi, *Claiborne county.*

By virtue of interrogatories, and by reason of the agreement thereunto annexed, I, the undersigned, justice of the peace in and for the State and county aforesaid, have caused to come before me, at my office, in the town of Grand Gulf, H. M. Coffee, a witness to me personally known, who, being first duly sworn to answer the questions propounded to him, upon his oath doth say:

In answer to the first interrogatory. I do.

To the 2d interrogatory. I have been interrogated two, three, or four times.

To the 3d interrogatory, also the 4th. It has been so very long that witness cannot now come to a positive conclusion, but will do so as near as he can from memory, having never measured the land. I should think, from the number of bales of cotton, and from the large quantity of corn raised, there must have been 400 acres cleared. It is impossible, unless you kept a minute of it, to be certain in such matters, and to make the same statements to different interrogatories at different times, and so long between, and witness has now reviewed the subject so far as the great length of time will allow, and the foregoing is his conclusion; and he feels pretty well satisfied there was that much cleared.

5th interrogatory. Waived.

To the 6th interrogatory witness answers: I consider the defendant's Somerset plantation as good land as any I know. In a good season, from 1824 to 1830, I consider such land worth $4 per acre, rent, unless

in case of overflow. In all seasons, unless when cotton was 5½ and 6 c., such land was worth four dollars per acre, rent. Witness cannot possibly designate the season in which cotton was low or high.

7th and 8th interrogatories. Waived.

Answers to cross interrogatories.

In answer to first interrogatory witness says: I was pressed by defendant, but could not attend.

In answer to second interrogatory witness says: I think I left Somerset about from the first to the 20th of May. I do recollect a carpenter named Thompson, whom I then left at work on timber said to be for a barn.

In answer to third interrogatory witness says: Having never measured or stepped the front, I cannot positively say; but I know it was a tolerable large front.

In answer to fourth interrogatory witness says: Defendant's plantation was in fine condition for planting; there were no others in view to compare with; there were a good gin, and mill, and barn, and good negro quarters for that date on the plantation, at that time, and also a fair overseer's house; but the dwelling house for defendant was very common for those times. As I saw no other improvements in that neighborhood, I could not compare the defendant's.

In answer to the fifth interrogatory witness says: He had sheep, but cannot say how large the flock was. He had a large stock of cattle. He had a good stock of hogs.

In answer to the sixth interrogatory witness says: James Thompson died at my place. I had much business with him. I believe the signature annexed to be his. I know Mr. Windham, but cannot certify to his signature. I understand he is alive, and, as I have heard, residing somewhere below Natchez, in Wilkinson county. It is several years since I heard from him.

In answer to seventh interrogatory witness says: It is so long since, that I know no further on the subject.

H. M. COFFEE.

Sworn to and subscribed before me, at my office in the town of Grand Gulf, State and county aforesaid, this 4th Jan'y, 1851.

E. CONKLIN, *J. P.* [SEAL.]

Sworn to and subscribed before me, at my office in the town of Grand Gulf, State and county aforesaid, this 4th day of January, A. D. 1851.

E. CONKLIN. [SEAL.]

Endorsed as follows: Offered by complainants, and filed by me 24th January, 1851.

W. M. RANDOLPH,
Master in chancery.

1268. Filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Extracts from defendant's Plantation book.

E. P. Fourniquet and Ux., and M. W. Ewing and Ux., vs. John Perkins.

Pending before Wm. M. Randolph and Logan Hunton, esqrs., masters in chancery, &c.

The complainants offer in evidence the following entries in the defendant's Plantation book, called for and produced before the masters:

August 26th, 1823. Received by M. Gates this evening 24 spades and shovels.

September 8th, 1823. Given out this day 14 spades, 7 shovels, and 12 socket spades.

September 16, 1823. Counted and turned out - 146 yews
" " - 31 y'ng wethers
taken to Natchez - - 51 old wethers

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March 7. All hands at the levee; 6 carts at stopping bayous; stopped 5 ploughs with the view of getting more hands on the levee; much anxiety of mind produced by the news from ahead.

March 20. Levee at the quarter in front of the overseer's house like to break; all hands employed at securing it.

April 30, 1824. River in the years 1816, '17, '18, '19, '20, '21, and '22 *were* low, and fine crops made every where during those years. High river in 1823; 1 inch higher at this plantation than 1813, and four short of 1815; something different below; commenced falling May 21; planted cotton 28, and on until 11th June; made 91 bales; nett proceeds $5,300.

May 10th, 1824. Sheared 146 yews and 26 wethers, from which I got 908 lbs. wool in yield, equal to 454 lbs. picked wool, by supposition. Altered and marked 102 lambs, of which 58 were young wethers, 49 young ewes, and 5 rams, making in all this day, adding the young to the old, 195 ewes, 84 wethers, 5 rams—284. Two young lambs dropped this morning, and many more expected, so that the flock might be estimated about 300 head.

November 18th, 1824. Daniel Hunter to 16½ lbs. of wool, at 25 cts., $4 12½.

January 5th, 1825. Arrived here with Mr. Metcalf and his three journeyman plasterers, Mr. Haywood, journeyman carpenter; also 7,500 brick, 1 keg nails 20d., 2do. 4d. do., 2 coils lead lines, 1 box tacks, &c.

January 26th, 1825. Arrived this day on board steamboat Tache, with Mr. Morton and Alfred Paine, bricklayers; also Mr. Backes, blacksmith, with brick, sand, and other building materials, hair, &c., 10 bls., &c.

March 20th, 1825. John McFarland, Dr., to cash paid John Hunter. for your three notes, to wit, $40 77, $45, and $33 - $118 77
interest on $33 from January, 1822, say 3 years 2 months and 20 days - - - - - - - - - 5 16
do. on $45 from January 1823, say 2 years 2 months and 20 days - - - - - - - - - 5 00
do. on $40 77—2 months and 20 days - - - - - 53

$129 46

1822. November 27. An account of stock on the plantation at this time, to wit, 14 head of work horses, 16 do. mules, 10 brood mares, 1 3-year old colt, 6 do. 1 year old, 6 do. young, all branded I. P.; about 150 head of cattle, including the whole except the work oxen, there are 23 of them; 180 head of sheep, 1 ram, 71 head of hogs, now in the pen to fatten, 130 running at large, marked in the stock mark, 50 pigs or shoats unmarked, which must not be neglected; there are also about 17 show shoats, which have been marked and not spayed for the want of time, which must be attended to immediately; the number of breeding sows I have not been able to ascertain correctly, but they are nearly all with pig at this time; it would be necessary to have them put in a pen containing about half an acre of ground one or two days before they are expected to pig, and to remain there until their pigs get strong.

Endorsed: Extracts from defendant's Plantation book. Filed by me, and offered in evidence by complainants. March 11th, 1851.
W. M. RANDOLPH.

Filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dep. clk.*

Testimony of C. G. Forshey.

FOURNIQUET vs. PERKINS.

Before master in chancery.

C. G. Forshey being duly sworn states, that in his judgment the costs attending the survey, and location, and perfecting the titles to the four tracts of land in controversy, known as Lowe, Carroll, Warner, and Turo, would be worth about one thousand dollars. He has had experience in such matters, and has surveyed the above tracts, and would not undertake such a job upon the lands in a state of nature for less than $1,000.

Cross examined by Mr. Fourniquet.

He knows nothing of the cost of these surveys personally; in these surveys there would be from 16 to 18 miles of surveys, and the U. S. pays from $4 to $8 per mile, and would pay by the day from seven

to ten dollars, excluding expenses of chain carriers, &c., &c. Estimates that it would take about three weeks to make the surveys. It is about a mile of *levying* from a point about three-quarters of a mile from Somerset bayou to the corner of the Warner tract, that is to say, 320 rods. He thinks the cost of making the levee now would approximate the sum of seven hundred and fifty dollars. He has examined the levee and knows about the number of cubic yards in it. It is about two and a quarter miles from the southeastern corner of the Warner tract to the northwest corner of the Carroll tract, and it would be worth now to levee that distance about $1,700 *dollars*. From the northwest corner of the Carroll tract to the basin, through the Turo tract, is about seven-eighths of a mile, and to levee that distance would be worth about $650, estimated at present rates on cleared ground of like nature. The whole of the Bullock tract is cleared, and about four-fifths of the back concession is cleared or in pasture.

The above testimony taken by me.

LOGAN HUNTON,
Master in chancery.

Endorsed: Filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Testimony of C. J. Forshey.

FOURNIQUET et als.
vs.
JOHN PERKINS. } In chancery.

On the 10th day of May, 1851, personally appeared before me C. G. Forshey, who being first duly sworn to answer truly such questions as I might propound to him, deposed as follows:

At the particular request of the master I paid minute attention to the qualities and peculiarities of all the lands which he decided to be in controversy; such as water marks, soil, timber, degree of improvement, and distribution of qualities and improvements, and I am of opinion that the values set upon the several kinds, qualities, and portions of land, are equitable and just; and that the lands set off in the partition are equitably and justly located in reference to interests of both parties. The levees made along the left bank of the Vidal bayou, extends from the river to the mounds at the Patterson bayou, and is a good levee for one of its dimensions. It averages about 3 feet high, 4 feet summit, and 10 feet base, and could be made for 10 or 12 cents per cubic yard in mellow or sandy soil. It contains about 12¾ cubic yards per rod.

The lands on the left of the bayou in cultivation show no water marks for 1850, but produced cotton in 1850, except in extremely low portions of the fields.

The Patterson and Lowe tracts have no levees, and were almost entirely submersed in 1850.

C. G. FORSHEY.

Sworn to and subscribed by deponent, this 10th day of May, 1851.

W. M. RANDOLPH,
Master in chancery.

Endorsed: "Filed with master's report, 16th June, A. D. 1851."

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Instructions to Mr. Forshey, surveyor.

Filed with master's report, 16th June, A. D. 1851.

FOURNIQUET et als.
vs.
JOHN PERKINS. } In chancery.

To C. G. Forshey, esq.

Having determined that the three tracts of land lying on bayou Vidal or Somerset, in the parish of Madison, which have been described to you as the Richard Warner, the Antonio Carrol, and the Joseph Turo tracts, are under the mandate of the court, subject to division between the complainants and the defendant, you will proceed to survey the same, and report to me:

First. The number of acres in each tract.

Second. The number of acres of each tract on the left of the bayou Vidal or Somerset.

Third. The number of acres of cultivated land in the three tracts, and the number in each.

Fourth. The number of acres of cultivated uncleared land in each tract.

Fifth. The number of acres on the right of the levee, including the bayou.

Sixth. The number of acres on the right of the levee, cleared, enclosed, and used for pasture.

Seventh. The forest, uncultivated.

Eighth. The number of acres in pasture between the levee and right bank of bayou.

Ninth. The number of cubic yards of levee on the said three tracts.

Tenth. You will make a map of your survey, and as far as practicable, represent the topography of the lands, with improvements of buildings, ditches, levees, fences, &c., &c., and—

Eleventh. Present a tabular statement of the number of acres under each classification belonging to each tract.

You will also make a like diagram and tabular statement of the so-called Patterson lands, that is to say, of fractional section 14, south of Mill bayou; and of lots 2, 3, 4, and 5, in fractional section 4, south of said bayou; and sections 8, 9, and 10, in township 14, range 12 east; including in the same diagram also sec. 5, of same township and range, styled the Ezekiel Lowe tract.

W. M. RANDOLPH,
Master in chancery.

December 23d, 1850.

Order of master in chancery to Forshey, surveyor, to survey and locate McCormick lands.

FOURNIQUET et als.
vs.
JOHN PERKINS. } In chancery.

To C. G. Forshey, esq.

SIR: You will examine and report the location of the Stephen Bullock tract of land now owned by John Perkins, and draw a line between the McCormick location and that tract, and furnish a diagram of the direction of the lines indicated in the suit of Loring vs. Perkins, and show whether, and if so, how far, the said lines run upon the Stephen Bullock tract.

W. M. RANDOLPH, *Master in chancery.*

Service accepted, and order acquiesced in, this 26th day of December, A. D. 1850.

C. G. FORSHEY, *U. S. deputy surveyor.*

Endorsed: "Filed with master's report, 16th June, A. D. 1851."
J. W. GURLEY, *Clerk.*

Process verbal of survey and partition.

FOURNIQUET et al.
vs.
JOHN PERKINS.

Under instructions from W. M. Randolph, esq., master in chancery, I repaired to the Somerset estate of John Perkins, in the parish of Madison, to make surveys, calculations, maps, &c., of certain lands in controversy. The lands lie in township 14, range 12 E., in the district north of Red river, Louisiana. The accompanying diagram and map signed and dated this day by me is a correct representation of the said lands, with section boundaries, topographic descriptions, and other marks, natural and artificial, as are therein set forth. The said diagrams, taken in connexion with the references contained in the tabular statements marked A and B, by me made out, signed, and dated this day, will illustrate the quantities, qualities, and values as fixed by the master, of all the lands surveyed. They will also show the particular portions set off by me under said directions and instructions as being equal to the fraction of $\frac{4}{12}$ part of the entire value. In surveying, the water marks were frequently noted, especially on the right of bayou Vidal or Palmyra, the whole of which, both cleared and forest, was entirely submersed by some very recent high water; the highest ground from 1 foot to 3 feet, the back fence of the pasture about $4\frac{1}{2}$ feet, and the wood lands about 7 to 12 feet. These notes are occasionally made on the map. In settling the lands W, X, Y, Z, in the Warner and Carrol tracts, the ditching, &c., were merged in the estimated value of clearing; but, for convenience, I have presented in the tabular statement "A" the number of cubic yards of ditching and leveeing on each tract. The location of the tract set off was made

with a view to a fair share of each quality of land. After setting them off, it was found that the lines embraced two cisterns, valued at $300 by the master, but not credited in the computation upon which the division was made, and as Judge Perkins had been charged with them in said computation, the master instructed me to make the credit in setting off the proper amount of land in the Lowe tract. It will be seen in the table "B," that I did, accordingly, reduce the area due to plaintiffs of the said Lowe tract by the said sum of $300.

All of which is respectfully submitted.

Somerset estate, parish of Madison, Louisiana, January 10th, 1851.

C. G. FORSHEY,
C. E. and U. S. deputy surveyor.

Sworn to and subscribed before me, this 10th of January, 1851.

W. M. RANDOLPH,
Master in chancery.

Endorsed: "Filed with master's report," 16th June, 1851.

J. W. GURLEY, *Clerk.*

[For plat see original, page 251.]

I hereby certify that the subjoined diagram correctly represents the two tracts of land granted by the Government of Spain, and confirmed, the one to John Perkins, and the other to ——— McCormick, A, B, C, G. Stephen Bullock or John Perkins, as located by U. S. survey, C, D, E, F. McCormick tract as located by U. S. survey, E, I, J, H. The McCormick as described in Loring's petition in suit against John Perkins. This location would comprehend all the Stephen Bullock tract excepting 198.17 acres, and would include within the boundaries 1086.75 acres, embracing all the homestead buildings, (at P in map.)

C. G. FORSHEY, *Surveyor.*

Somerset, Louisiana, December 27, 1850.

Endorsed: Filed with master's report, June 16th, A. D. 1851.

J. W. GURLEY, *Clerk.*

[For map see original, page 252.]

Somerset estate, Louisiana, January 10, 1851.

C. G. FORSHEY, *Surveyor.*

The above map and diagram correctly represents the lands I have recently surveyed in controversy between John Perkins and E. P. Fourniquet et al. Survey under instructions from W. M. Randolph, esq., master in chancery.

C. G. FORSHEY, *Surveyor.*

January 10, 1851.

Endorsed: "Filed with master's report," 16th June, 1851.

J. W. GURLEY, *Clerk.*

	Richard Warner.		Antonio Carrol.		Joseph Touro.	
1. Total contents in acres.....	A B C D	510.59	E F G H	508.74	I J K L	510.97
2. Total acres on left of bayou and levee.....	a b c D	314.02	b H G j	113.02	I o t K J	382.50
3. Cultivated " "	a b C e d c	260.39	i l G j b	94.16	Yot Kuwz	310.31
4. Cultivable, uncleared.....	c d e f D	53.69	i H l	18.86	Juwxy l	72.19
5. Total on right of levee, including bayou.....	a A B b	196.56	b j F E	395.72	o t L	128.47
6. Pasture, cleared & enclosed on right of levee.....	a A g h b	138.23	b j k h	128.43	P q r z o t s z P	* 48.60 54.82
						103.42
7. Forest uncultivable.....	g B h	58.33	h k F E	267.35	q L s z r	± 30.00
8. Pasture between levee and right bank of bayou.....	.....	49.18	b j n m	43.15	O & z P	45.00
9. Cubic yards of levee.....	a b	5,797	b j	3,511	O t	2,919
10. " " ditching.....	.....	2,586	.....	530	.....	5,877

*Not cleared; partly deadened; worth $5 = $517 10.

Endorsed: "A," filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk.*

Aggregates.	Values per acre adopted by the master.		(2-7 + 2/3 + 1-7) + 1/2 = 4-21 = complainants' portion set off from the three tracts.	Values—aggregate of complainants' portion.	
			W X Y Z		
$1,530 30	.....	.....	acrs. 412.64		
809 54					
664 86	$30	$19,945 80	173.46	$5,203 80	
144 73	5	723 65	12.46	62 30	
720 75					
370 08	18	4,799 88	112.82	2,030 76	
103 42	5	517 10			[set off.
350 68	2	701 36	112.80	225 60	$7,522 46†, total value of land
		$26,688 79	Total value of land in the three tracts.		
137 33	.....	12,800 00	" " of buildings, &c. "		
122.37	.....	$39,488 79	" " to be divided.		
89.93	.....	†$7,521 67	4-21 of tot. value. Quant. or value to be set off in acres		

†$7,522 46
7,521 67

79 cents excess.

SOMERSET PLANTATION, January 10, 1851.
C. G. FORSHEY, *Surveyor.*

EZEKIEL LOWE.

			Rates per acre by master.	Aggregate values.	To be divided in kind. Sum of values.	(2-7 + ⅔ + 1-7) ⅓ = 4-21 to complain'ts.	4-21—300, val. of cisterns.	Acres set off to complainants.	Values.	References to map for the part set off.
Whole tract.....	PQRX	423.14	$5 00	$2,115 70	.....	.....	.....	32.12	$160 60	ZYXT
Cleared.....	Psum	24.50	enhanced 15 00	367 50						
Half cleared.....	mndX	24.57	enhanced 7 50	185 27	$2,668 47	$508 28 300 00	$208 28	6.35	47 62	cYXd
Cane and forest.....	sQRd	374.07	.....	.....	.....	.....	.....	25.77	.....	cZTd
									$208 22 208 28	

06 cents too small.

PATTERSON LANDS.

			Value per acre.	Aggregate value.	4-21 of $4,324 70.	Acres set off for compl'nt.		Value of land set off to complainant.
Whole tract, viz: sections 8, 9, 10, as shown in map.....	LMNO	$490 84	$5	$2,454 20				
Cleared.....	LhigeKO	69 80	enhanced 15	1,047 00				
Fer sections 4 and 14.....	TUVW	150 70 35 00	5 2	823 50	$823 75	185.70	TUVW	= $823 50
				$4,324 70	823 50			
						25 cts. deficient.		

Endorsed: Filed with master's report, 16th June. 1851.
J. W. GURLEY, *Clerk.*

SOMERSET ESTATE, *Jan.* 10, 1851
C. G. FORSHEY, *Surveyor.*

Affidavit of E. P. Fourniquet, and interrogatories addressed to defendant.

E. P. Fourniquet & Ux., and
M. W. Ewing & Ux.,
vs.
John Perkins.

Before W. M. Randolph, master in chancery.

Personally appeared E. P. Fourniquet, who upon his oath doth say, that he has cause to believe, and verily doth believe that there is now in the possession, or under the control of the defendant, certain books or a certain book, described as follows: "There was a cotton book on the plantation kept for the purpose of entering the weights of the cotton picked, the number and weight of the bales, and such entries as are usually made in cotton books." "Witness thinks that the book was commenced in the year 1823, when Canady Carson was overseer, &c."

Also the same book, or a certain book, described as follows: Witness answers, there was such a book kept; it was a common account book, half bound; the defendant was very particular that said book should be kept with correctness; during part of 1821 and 1822, it was kept by witness; and all the shipments, and other transactions on the plantation, were entered with correctness; believes that if said book was produced it would show a fair statement of the affairs of the plantation; never saw the book after he left the place.

Questions to the defendant.

1st. Was or not Sugars Turner your agent, or manager, at the time; if yea, when was he on your Somerset plantation? While on your plantation, did he or not keep such a book as he sets forth in his testimony, now before the masters, and copied in this affidavit?

2d. Was or not Munholland one of your overseers? If yea, what year or years had he charge of your plantation? Did he or not keep a plantation book, as described in this affidavit? If yea, did or did not the said book contain the entries made by the overseer of your plantation in 1824.

3d. If the book or books are separate and distinct memorandums made in whole or part by Turner, Rowland, and Mulholland, then produce the several books, and if one separate memorandum book of the affairs of your plantation in 1822, 1823, 1824, and 1825, and 1826, then produce the said book, or all and every one of the said books for those years.

E. P. FOURNIQUET.

Sworn to before me this 1st day of January, 1851.

W. M. RANDOLPH,
Master in chancery.

Let the foregoing interrogatories be answered, and the books be produced.

W. M. RANDOLPH,
Master in chancery.

Answer to call for the Dinsmore survey.

E. P. FOURNIQUET and Wife and als.
vs.
JOHN PERKINS.

The complainants having called on the defendant for the production of the survey of John Dinsmore, deputy surveyor, and the master having ruled its production, the defendant now, therefore, in compliance with the order, produces the same herewith, and prays that it may be filed.

A. N. OGDEN.
Solicitor for defendants.

Endorsed: "Filed January 2d, 1851."
"W. M. RANDOPH,"
Master in chancery.

"1268," "filed with master's report," "June 16th, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Copy of notice to defendant, John Perkins.

FOURNIQUET and als.
vs.
JOHN PERKINS.
In chancery.

To JOHN PERKINS, esq'r:

SIR: I now give you notice that, under an order emanating from the United States circuit court, I am about to proceed to divide certain lands which I have determined to be community lands. If you desire to do so, you can attend. January 3, 1851.

Your ob't servant,

W. M. RANDOLPH,
Master in ch'y.

Service of the above notice accepted this 3d day of January, 1851.
JNO. PERKINS.

Endorsed: Filed with master's report, 16th June, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

2529.

Protest of defendant, John Perkins.

FOURNIQUET and als.
vs.
JOHN PERKINS. } In chancery.

W. M. RANDOLPH, esq'r:

SIR: I have just been served with a notice that you were about to proceed to divide certain lands alleged to belong to community. You are an officer of the court, and I cannot prevent your proceeding in this matter, but I protest against whatever you may do. January 3, 1851.

JOHN PERKINS.

Addressed: "W. M. Randolph, esq'r, master in chancery."
Endorsed: Filed with master's report, 16th June, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Deposition of Rhodes.

FOURNIQUET and als.
vs.
JOHN PERKINS. } In chancery.

Personally appeared before me, William Rhodes, who being first by me duly sworn to answer truly such questions as I might put to him, deposed as follows: I am forty-two years of age; I have been acquainted with the Somerset plantation since 1838. In that year I commenced to manage for Judge Perkins on said place, and so continued from 1838 to 1843. I was then absent from 1843 to 1849, and since the latter date, I have been living with him as his manager of the Homestead plantation. I have examined and have now before me a plat or survey of the Richard Warner, the Antonio Carrol, and the Joseph Turo tracts of land, just made by Mr. Forshey. I am well acquainted with the different tracts, and have cultivated portions of each of them for two years.

In 1838, when I first cultivated the land, there was upon the said three tracts, and in cultivation, about two hundred and seventy acres of land. It was in cultivation in corn and cotton. The cultivated land at that time on the three tracts extended from near the homestead quarter, along the left side of the bayou, as far as the basin. It was not then in cultivation any thing like so deep or far back from the bayou as at present; it did not then average in depth half as much as it does at this time. I do not know at what periods, from 1843 to the present time, the extended clearings were made. From 1838 to 1843, I think the clearings were gradually extended back, but what extent of land was so cleared I cannot say. To the best of my recollection I made no clearings on those tracts in 1838 or 1839, up to the

latter date, or rather up to 1840. I superintended the culture of those three tracts, but in 1840 the defendant divided his force and established another plantation, now called the Buckland, which, with other lands embraced the Turo, the Carrol, and the greater part of the Warner tracts. In 1840, I managed the Homestead place which covered none of those three tracts, except a small portion of the Warner tract, and from that time I had nothing to do with the Buckland plantation; I cannot say at what period the Buckland plantation, nor the three above named tracts, have been brought into the present shape, as I paid no attention to that plantation after 1840, up to the time that I left here in 1844.

I have seen the land on the Warner tract lying to the right of the bayou in cultivation, I believe twice; I would not have paid for the labor for the crop which it yielded. It is so liable to overflow that I would not bestow labor on it rent free, but the land lying to the left of the bayou, I mean the two hundred and seventy acres of which I have spoken, I have never seen affected by overflow, and it generally yields well. Indeed but little of the cleared land to the left of the bayou on the three tracts stated *are* liable to overflow. I know that on those three tracts, and to the left of the bayou, there has been some land cleared which has never been reduced to cultivation. The cane was cut down and the timber deadened; the land never having been cultivated, has grown up in switch-cane and briars. I do not know how many acres were thus partially cleared; the same is fenced, and there are several draft ditches upon it which benefit both the cultivated lands and those partially cleared. If I were going to cultivate those lands next year, from their present situation, by reason of the labor which has been bestowed upon them, *and* I should consider them half cleared to my hands. I do not like to fix a price as to the value of clearing lands, as I have never made a calculation of what it would be really worth. From my experience of clearings along this bayou I will state, that the first year's yield is small, either of corn or cotton. The second year it will bring about a half a crop; the following years it gradually improves up to the sixth or seventh year. It is then at its maximum. The first few years, the cotton grows too much to weed. In wet weather it is more liable to rot, and more liable to be caught by early frost. I have cleared lands on the Homestead plantation, and I presume of the same description as the lands lower down the bayou on the Warner, the Carrol, or Turo tracts. I speak from my observation and experience, as to the products of lands during the first few years of their culture in cotton after they have been cleared. If the land on the left hand side of the bayou, to put it in its present state of improvement, has been enhanced in value twenty-five dollars per acre by reason thereof, I think the degree of improvement put on the lands on the right hand side of the bayou has not enhanced their value more than fifteen dollars per acre. I think that when the Backland plantation was established in 1840, there were about thirty hands put upon it; in 1843 that force was increased by about thirty more.

2570.

I have never seen any part of the lands lying on the right of the bayou embraced within the Warner, the Carrol, or the Turo tracts in cultivation, except that part of the Warner tract of which I have spoken as having been in cultivation two years. The whole of the land on those tracts lying to the right of the bayou is subject to overflow, and I would not cultivate it rent free.

WILLIAM RHODES.

Sworn to and subscribed to before me, this 8th of January, 1851.

W. M. RANDOLPH,
Master in chancery.

N. B. This testimony has been taken by me without the suggestion of either party.

W. M. R.

Endorsed: "Deposition of Rhodes."
(1268.") Filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Affidavit of E. P. Fourniquet.

E. P. FOURNIQUET and Ux.,
and M. W. Ewing and Ux.,
vs.
JOHN PERKINS.

Before me, Wm. Randolph, master in chancery.

Personally appeared before the undersigned, master in chancery, E. P. Fourniquet, who, upon his oath, doth say, that he verily believes that the book heretofore produced before the masters, and sealed up, contains matters therein from the 12th August, 1818, up to the sheet dated 25th day of September, 1820; which is necessary to the complainants' cause, and therefore he prays that the same may be open[ed] in the presence of the masters, and used as evidence if necessary in this cause.

E. P. FOURNIQUET.

Sworn to and subscribed before me, this 25th January, A. D. 1851.

W. M. RANDOLPH,
Master in chancery.

Endorsed: Affidavit of Fourniquet, filed 25th January, 1851.

W. M. RANDOLPH.

Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

DR. *John Perkins in account with Sugars Turner.*

1823.		
April 10	To 150 bushels Grun cotton seed, at 50 cts.	$75 00
18	1 flat boat - - - - - - -	30 00
	Mr. Rowland's order on you - - -	75 00
	advance on the price of corn, on account of cotton seed - - - - - -	6 62½
June 3	cotton seed from Natchez - - -	30 00
	1 bag shot from C. Howing & Co. -	5 00
1824.		
Mar. 17	first payment of purchase of lands from Mr. Barnes, on bayou Pono - -	500 00
	cash paid for chocolate and postage of letters, (omitted) - - - - - -	1 00
		$722 62½

[*John Perkins in account with Sugars Turner.*] CR.

1823.		
April 10	By 1½ bushels potato plantings - - -	$1 50
15	11 cane knives, at $1 50 - - -	16 50
18	cash on account flat boat - - -	30 00
May 4	3 bushels cornmeal - - - -	1 50
12	3 do. do. $1 50; 17th, 6 do., $3	4 50
June 9	3½ do. do. $1 75; cash, $25, $15 of which were returned by Mr. Wall, leaves - - - - - - -	11 75
10	76 lbs. pork, $3 80; 7 bushels meal, $3 50	7 30
20	15 bushels meal, $7 50; cash paid self, $25 - - - - - - - -	32 50
July 28	13 bushels meal - - - - -	6 50
Sept. 6	Mr. Barnes's note - - - - -	104 00
Oct. 2	60 yds. cotton cloth, 25 - - -	15 00
	cash paid J. Brown - - - -	100 00
	cash remitted by mail from Natchez two different times, $10 and $15 each -	25 00
	this sum paid S. Eager, $8; 2 blankets, $7	15 00
		$371 05
	error on old account settled by Dr. Hart and myself, in your absence - -	1 50
Mar. 17	this sum paid Briggs, sh'ff, on account of Barnes - - - - - - -	149 50

John Perkins in account with Sugars Turner.—Continued.

1823.		
	By 30 yds. cotton for Mr. Barnes - -	$7 50
	this sum paid my order to Mr. Barnes -	54 06
	Do. Mr. Coit, ex'r of the estate of Doct. H. - - - - - -	21 50
	this sum col'd James Foster - - -	29 00
	Do. do. Dr. Morris, on Mr. Ellis's acct. - - - - - - - -	13 75
	this sum col'd McNeill & Montgomery -	47 68
	balance - - - - - - -	27 08½
		$722 62½

20 Dec'r, 1824. E. E. SUGARS TURNER.

Rec'd, December 20th, 1824, of John Perkins, on settlement of all accounts up to this day, the above balance of twenty-seven dollars and 62½ cents. SUGARS TURNER.

Endorsed: Offered by def't, and filed 25th January, 1851. W. M. Randolph, master in ch'y. "R. 2." "Voucher 54." Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Testimony of A. Fisk—R. 5.

FOURNIQUET and als.
vs.
JOHN PERKINS.

Testimony of Alvarez Fisk, a witness produced by the complainants, who, being by me first sworn, deposed as follows:

Being shown the paper marked R. 5, and being asked if the handwriting is that of the party who purports to sign it [and] is genuine, he answers, the signature of J. Beaumont thereto is genuine.

The defendant's counsel objects to the introduction of the paper, on the grounds that it is not legal evidence, the only competent testimony being that of the witness himself, who has already been examined in this cause, and that if he was competent to give such a certificate as would make the paper proof, it should certify that it was a full and complete copy of the books of the bank relating to the account of the defendant. The paper is received only so far as it may be in the power of the party to establish its verity and show its relevancy by other proof.

The witness further testifies that J. Beaumont was a teller for many years, and afterwards cashier, of the Bank of Mississippi, or, as it may have been called, the Bank of the State of Mississippi, and, as far as witness knows, he had control of the books of the bank whilst he was cashier. Witness thinks that it was about 1835, 1836, 1837, 1838, or about those years.

Sworn and subscribed to, before me, this 25th of Jan'y, 1851.

ALVAREZ FISK.

W. M. RANDOLPH, *Master in ch'y.*

Endorsed as follows: "Test'y of A. Fisk, introduced by compl't. Filed 25th Jan'y, 1851. W. M. Randolph, master in ch'y. R. 5. "1268." Filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Letter of John P. Furniss to A. N. Ogden, esq.

NATCHEZ, *Nov'r 13th,* 1843.

A. N. OGDEN, esq.:

DEAR SIR: I came to this place with the view of examining my testimony in the case of Mary B. Eskridge vs. John Perkins, and find, on examination of the transcript, two important errors to exist; the first at page 14 of transcript, 13th line from top, where, on cross examination, when speaking of the cleared land on the back concession of the Bullock tract, I am represented to say, "about 3 years ago there were 450 or 500 acres cleared, half of which was cultivated that year, and all of it in 1840 and 1841;" it should be, "about 3 years ago there were 45 or 50 acres cleared, half of which was cultivated that year, and all of it in 1840 and 1841." The second error is on same page, 17th line from bottom, where, in speaking of the quantity of land that was retaken in cultivation on the Warner, Carroll, and Turo tracts, I am made to say, "of the amount thrown out there *was* about 125 to 150 acres taken in in 1839;" it should be, "of the amount thrown out there *was* from 25 to 50 acres taken in in 1839." Finding that those were some of the errors that existed in the former transcript, I was induced to believe that something was wrong in the original. I therefore went across to the parish judge's office, and examined the original papers, and found that the errors existed there also, the clerk having taken down the testimony incorrectly. Now, the object of this is to request the favor of you to say what is to be done to correct those errors in testimony. My health is so very feeble that I must leave the Mississippi river immediately, and must beg you adopt the most expeditious mode for their correction, in order that I may not be detained in my ill state of health; but for this I could be off in a week. Please write to uncle Perkins or myself by first of the Vicksburg packets, and direct to New Carthage.

I am, dear sir, very truly, yours,

JNO. P. FURNISS.

Addressed "A. N. Ogden, esq., New Orleans."

Endorsed: Filed February 3d, 1851. W. M. Randolph, m. in ch'y. Marked (R. 7.) Filed with master's report, 16th June, 1851. ("1268.")

J. W. GURLEY, *Cl'k,*
By W. CORNELIUS, *Dy. Cl'k.*

Letter.—M. W. Ewing to John Perkins.

DEAR SIR: I went out to see you yesterday afternoon, but did not find you at home, and as it is somewhat uncertain when you may be found there, I write now in order to explain my business. As I could not get a steamboat to take charge of a letter to Somerset and bring down my negroes for any thing like a fair price, I went myself and brought them down on a flat boat. I found my overseer there waiting for me in order to take charge of the men, mules, and cattle, and bring them down by land; but as you would not consent to let them, (the mules and cattle,) come until you had selected them, I sent him down alone by land, presuming that I should be able to get from you the yoke of oxen which you had sent down by Whit, as I knew you did not want them; with that yoke we can get along tolerably well until you send down the rest of the hands and cattle. I am about purchasing a cart, and if you have no objection, will send out Daniel for the yoke of oxen Whit brought down. I wish to send over some corn, provisions, &c., by my overseer to-morrow, that he and the hands may go to work making rails, &c. I also wanted to speak to you about the loan of money I wished to procure. Mr. Fisk, to whom I have spoken, says he thinks the bank will not loan before next spring, but thinks it would be better for me to borrow of Dr. Duncan or some other moneyed man; this plan you also suggested to me. I told him you had promised me your name in bank, and presumed it would not be refused. If I borrowed of an individual, Mr. Fisk agrees to lend his also. Will you be [so] good as to say whether I am authorized to allow him, (Mr. F.,) to negotiate a loan of twelve or fifteen hundred dollars for one year on the strength of your name? Mr. F. is of the opinion that he will be able to get what I want of Dr. Duncan in the course of a few days.

Mr. Smith requested me to say to you that all things were going on well at Somerset.

Respectfully, yours, &c.,

M. W. EWING.

Natchez, January 2, 1828.

JNO. PERKINS, esq.

P. S.—I have rented, and expect to cultivate, the Rives plantation, on the lake, this year. I engaged the place of Mr. J. Alexander as I came down on Monday.

Addressed "JOHN PERKINS, esq., Briars."

Endorsed: R. 10, offered by defendant, and filed 3d February, 1851.

W. M. RANDOLPH,
Master in chancery.

1268. Filed with master's report, June 16th, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *Dy. clk.*

Letter.—M. W. Ewing to John Perkins.

NATCHEZ, *January 3d*, 1828.

DEAR SIR: I have just received your note by Whit, informing [me] that you had sent in the yoke of oxen requested; and at the same time stating that I could have another or both yokes of oxen at the Briars. I at first thought that we could get along with one yoke, but as Whit tells me that those he has just brought in are only lead oxen, and probably would not do so well at the tongue of a cart, I will accept your offer, and will take one more yoke, hoping that you will find it convenient to let me have such as will at present be of the most effectual service. I shall also be compelled to borrow the yokes belonging to the oxen, until I can get the cart over to the lake and have some made, when I will return yours.

In regard to the loan your answer is such as I expected, and I shall after breakfast speak to Mr. Fisk, and request him to go on with the negotiation. I shall not borrow any more than I absolutely require, and of course shall expect to be prepared to pay it myself.

Respectfully, yours, &c., M. W. EWING.

Addressed: JOHN PERKINS, esq., Briars.

Endorsed: R. 9, offered by defendant and filed February 3, 1851.
W. M. RANDOLPH,
Master in chancery.

1268. Filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Document marked R. 10.

Received, December 10th, 1818, of John Perkins, the amount of my father's portion or dividend of the estate of the late Francis Bynum, of the parish of Concordia, Louisiana, deceased, which portion was due from his wife, the late Mrs. Benjamin Bynum, curatrix of said estate. SUGARS TURNER.

Endorsed: R. 10, introduced by defendant. Filed 3d February, 1851.
W. M. RANDOLPH,
Master in ch'y.

"1268." Filed with master's report, 16th June, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. clk.*

Attached to the above by a wafer is the following document:

To the administrator or administratrix of Francis Bynum, deceased:

You will pay to Sugars Turner my legacy, if there is any, and this shall be a clear discharge for the amount. 15th June, 1818, Madison c'ty, A. Territory. No. 4, Bank of Orleans.

SIMON TURNER.

2533.

Exception of plaintiff.

Fourniquet and others vs. John Perkins, before commissioner, 19th February, 1851.

Defendant offered in evidence a copy of mortgage of Broughton to Perkins, certified from the records of Adams county, Mississippi, in order to prove receipt of money as per endorsement on margin, (per the record.) To admission of which in evidence for the object declared complainants objected:

1st. Because it was a copy of receipt.

2d. Because the receipt itself showed no payment to Perkins of any money whatever, and because it showed no date of payment.

3d. Because defendant could not make evidence for himself.

4th. Because if original receipt was offered in evidence it would not be admissible for defendant.

5th. Because there is a witness to said receipt who should be examined to prove it.

JOHN HENDERSON,
Solicitor for complainant.

Endorsed: "Filed 19th February, 1851, W. M. R."
"1268." Filed with master's report, 16th June, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Deed of partition between the heirs of the late Henry Rives, dec'd.

This indenture, made and concluded on this —— day of ——, in the year of our Lord one thousand eight hundred and ——, by and between Mistress Mary Bynum, curator to the estate of William Rives, deceased, of the first part, Henry Rives of the second part, Charles Rives of the third part, and Jane Rives of the fourth part, all of the parish of Concordia, State of Louisiana, and legal heirs and representatives of the late Henry Rives, of the parish and State aforesaid, deceased, witnesseth: That whereas, on the nineteenth day of January, anno Domini one thousand eight hundred and eighteen, a commission issued out by John Perkins, judge, in and for the parish aforesaid, in conformity with the law in such case made and provided, commissioning Normand McInness and Edward W. Tyler, esquires, to make a just and faithful inventory and appraisement of all and singular the property which belonged to the estate of the late Henry Rives, deceased, within the parish aforesaid, for the purpose of effecting an equal partition or division of said property between the parties aforesaid, and to fix such lots as could be found out of the whole as might be susceptible of a division, and generally to discharge their duty as experts or commissioners in the division of said property according to the provisions of the law in such case made and provided. And whereas the commissioners aforesaid, pursuant to their duty and appointment afore-

said, made and returned to the judge's office of said parish a faithful inventory and appraisement of all and singular the goods and chattels, lands and tenements, which belong to the parties aforesaid, as heirs of the said Henry Rives, late of said parish, deceased, which was shown to them by Mary Bynum, curator to the estate of William Rives, Henry Rives, Charles Rives, and Jane Rives, heirs and possessors of the estate of the late Henry Rives, deceased, as aforesaid, or otherwise come to their knowledge and judgment within the parish aforesaid, and are of opinion that the same is susceptible of a division or partition, and can be partaken or divided without materially injuring the estate of either of the parties concerned, by dividing the same in the four following lots, to wit:

Lot the first.

200 arpens land adjoining the bayou on which the dwelling-house is erected	$1,300 00
One-fourth the plantation utensils divided off	26 25
Carriage wheels	10 00
Two old trunks, $1; 1 pair blankets, $3	4 00
Mule, horse, and wagon wheels	140 00
Poultry yard	20 00
One-fourth the corn	100 00
Ditto the pork	24 50
One-fourth the fodder	5 00
3 Dutch ovens and tea kettles	5 00
1 pair warfle irons, $2; large kettle, $5	7 00
Negro man, Harry, 17 years of age	800 00
Ditto Abby, $850; ditto, George, $650; ditto, Toney, $950	2,450 00
One-fourth the cotton on the premises	500 00
	$5,391 75
Proper portion of each heir	4,948 87½
This sum too much, and due the other heirs by Henry Rives, the possessor of this lot	$442 87½

Lot the second.

200 arpents of land adjoining the land mentioned in the above lot	$875 00
One-fourth the plantation utensils	26 25
One log chain	10 00
Five work steers	175 00
One-fourth the corn	100 00
One-fourth the pork	24 50
Ditto of the fodder	5 00
Negro woman, Lucy, 29 years of age	800 00
Ditto Jack, 7 do	550 00

2534.

Negro James,	5 years of age - - -	300 00
Ditto Rose,	14 do - - - -	700 00
Ditto Selima,	11 do - - - -	550 00
Ditto child Lydia,	6 months - - - -	150 00
One-fourth the cotton on the premises	- - -	500 00
Carried forward - - - -		$4,765 75
(Amount brought forward) - -		4,765 75
This sum due to this lot by Henry Rives and J. Rives, owners of lots No. 1 and 4 - - - -		183 12½
		$4,948 87½

Lot the third.

Two hundred arpents of land, next adjoining the lands mentioned in the lot above - - - -	$875 00
One-fourth the plantation utensils - - -	26 25
Spinning wheel and cards, $5; chains, $4 - -	9 00
Four old chains, $1; bedstead, $5 - - -	6 00
29 head cattle - - - - -	174 00
One-fourth the crop corn - - - - -	100 00
Ditto of the pork - - - - -	24 50
Ditto of the fodder - - - - -	5 00
Negro Bill or William - - - - -	1,000 00
Ditto Anness - - - - - -	800 00
Ditto child, Rachel - - - - -	150 00
Ditto Moses - - - - - -	600 00
Ditto Abram - - - - - -	300 00
One-fourth the cotton on the premises - - -	500 00
	$4,569 75
Each heir's portion, $4,948 87½. This sum due this lot by the owners of lots No. 1 and 4 - - -	379 12½
	$4,948 87½

Lot the 4 fourth.

Two hundred arpents of land next adjoining the land mentioned, lot the third - - - - -	$875 00
One-fourth the plantation utensils - - -	26 25
Lot of old irons and 3 tables - - - -	11 00
One pair blankets - - - - -	3 00
69 head hogs - - - - -	103 50
1 double geered hand mill - - - -	70 00
One-fourth the corn - - - - -	100 00
Ditto the pork - - - - -	24 50
One-fourth the fodder - - - - -	5 00
Negro Manuel, 39 years of age - - - -	800 00

Negro Airy,	27 years of age	- - - -	800 00
Ditto Jacob,	9 do	- - - -	600 00
Ditto Isaac,	8 do	- - - -	500 00
Ditto Solomon,	5 do	- - - -	300 00
Ditto Manuel,	2½ do	- - - -	200 00
One negro child, David		- - - -	150 00
One-fourth the cotton on the premises		- - -	500 00
			$5,068 25
Each heir's proportion		- - - - -	4,948 87½
This sum too much, and due the heirs of the owners of lots No. 2 and 3		- - - - -	$19 37½

And whereas by the division of the estate aforesaid it has happened that the property contained in the first lot, amounting to five thousand three hundred and ninety-one dollars and seventy-five cents, becomes the property of Henry Rivers, party of the second part; and the property contained in the second lot, amounting to four thousand seven hundred and sixty-five dollars and seventy-five cents, becomes the property of Mrs. Mary Bynum, curator to the estate of the late William Rives, deceased, party of the first part; and the property contained in the third lot, amounting to four thousand five hundred and sixty-nine dollars and seventy-five cents, becomes the property of Charles Rivers, party of the third part; and the property contained in the fourth lot, amounting to five thousand and sixty-eight dollars and twenty-five cents, becomes the property of Jane Rives, party of the fourth part. It is therefore agreed, by and between all parties, and they do hereby severally and respectfully agree, that a partition of the same shall and is hereby made and determined in manner as aforesaid. That is to say, the said party of the first part may have, from henceforth, hold, possess, and enjoy, the property contained in the second lot aforesaid, with all the liberties, privileges, and appurtenances thereunto belonging, or in any wise appertaining, unto her, the said party of the first part, that she could have, or ought to have, under the provisions of the law in such case made and provided. That the said party of the second part shall and may have, from henceforth, hold, possess, and enjoy, in severalty, the property contained in the first lot aforesaid, with all the liberties, privileges, and appurtenances, unto him, the said party of the second part, that he could have, or ought to have, under the provisions of the law in such case made and provided. That the said part of the third part shall and may have, from henceforth, *have*, hold, possess, and enjoy, in severalty, the property contained in the third lot aforesaid, with all the liberties, privileges, and appurtenances unto him, the said party of the third part, that he could have, or ought to have, under the provisions of the law in such case made and provided. That the said party of the fourth part shall and may have, from henceforth, *have*, hold, possess, and enjoy, in severalty, the pro-

perty contained in the fourth lot aforesaid, with all the liberties, privileges, and appurtenances, unto him, the said party of the fourth part, that he could have, or ought to have, under the provisions of the law in such case made and provided.

In testimony whereof the parties aforesaid have hereunto set their hands this day and year above written.

CHARLES C. RIVES, [SEAL.]
HENRY RIVES, [SEAL.]
MARY BYNUM, [SEAL.]
JANE N. RIVES. [SEAL.]

Done in the presence of—
PARHAM T. BYNUM,
DANIEL CLIFTON.

THE STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that on the twenty-third day of May, in the year of our Lord one thousand eight hundred and eighteen, personally appeared before the undersigned, judge in and for the parish aforesaid, Parham T. Bynum, who, being sworn, deposeth and saith, that he is one of the within named witnesses, and that he was present and saw the within named Charles C. Rives, Henry Rives, Mary Bynum, and Jane N. Rives, signed, acknowledge, and deliver the foregoing instrument or deed of partition as their free and voluntary act and deed for the purposes therein expressed and contained; and that he, with David Clifton, subscribed their names as witnesses thereto.

PARHAM T. BYNUM.

Sworn to and subscribed the day and year above written.
EDWD. BROUGHTON,
Judge of the parish of Concordia.

THE STATE OF LOUISIANA,
Parish of Concordia.

Recorded in book C, pages 189, 190, 191, and 192, the day of , in the year of our Lord one thousand eight hundred and eighteen.

In testimony whereof I have hereunto set my hand and seal of office, the day and year last aforesaid written.
[SEAL.]
EDWD. BROUGHTON,
Judge of the parish of Concordia.

Endorsed: "Filed by the defendant on the 25th of February, 1851."

"W. M. R., *M. in chy.*"

"1268. Filed with master's report, 16th June, 1851."
"J. W. GURLEY, *Clerk.*
"By W. CORNELIUS, *D. C.*"

Mortgage, Edward Broughton to John Perkins, Sept. 25, 1818.

Know all men by these presents, that I, Edward Broughton, of the parish of Concordia, State of Louisiana, stand bound and indebted to John Perkins, of the same place, in the sum of six thousand dollars, in the following manner, to wit: By five several promissory notes bearing even date herewith, by one of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and nineteen; by one other of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty; by one other of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty-one; by one other of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty-two; and lastly, by one other of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty-three; all to bear ten per cent. interest after they become due until paid. And for the securing the payments of the said five several promissory notes of twelve hundred dollars each, on the days and at the times above mentioned for the payment thereof, have executed and delivered to the said John Perkins the mortgage hereto annexed, and bearing even date herewith, on the parcel of lots number two and four, in square number three, in the city of Natchez, on which Peter Nardon now resides, having forty-one feet front on the south side of Main street, and bounded as follows, beginning at the northeastwardly corner of said lot hereby granted on Main street, and running thence southwardly along the line of James Moore's lot one hundred and forty-five feet; thence westwardly at right angles with said Moore's line thirty-three feet; thence northwardly and parallel with said Moore's line thirty-seven feet; thence westwardly at right angles with the last mentioned line eight feet; thence northwardly and parallel with said Moore's line one hundred and eight feet to said Main street; thence eastwardly along the line of said Main street forty-one feet to the place of beginning, being the same lots or parts of lots conveyed at different times by James Moore and wife and Samuel Postlethwaite and wife to said Peter Nardon, and by the said Peter Nardon, by deed of conveyance bearing date the twenty-first day of September, in the year of our Lord one thousand eight hundred and eighteen, to the said Edward Broughton, as will more fully and at large appear, reference being had to said deed on record in the clerk's office of the county of Adams, in the Mississippi State, book K, pages 191 and 2 of the records of deeds. Now, if I, the said Edward Broughton, do not well and truly pay to the said John Perkins, his heirs, executors, administrators, or assigns, or cause to be paid the said several notes before mentioned and recited, on the

2530.

days and at the times appointed for the payment thereof, then and in such case, and upon my making default in paying either of the said notes, sums of money, on the days limited and appointed for the payment there, I do authorize and empower, and the said John Perkins is hereby authorized and empowered, and in case of his death his executor, administrator, or administrators, are authorized and empowered, to enter in and upon, and take possession of, the said lots mentioned in said mortgage, and to sell and dispose of said lots, or such part as he may deem necessary, for such price or prices as can be had for the same in ready money at public auction, giving thirty days' notice of the time or times and place or places of sale by advertisement in a newspaper published in the city of Natchez; and the proceeds of such sale or sales to be applied in the first place to defray the expenses of the execution of this power, and in the second place to discharge the said promissory note for which the sale was made *for*, with ten per cent. interest on said note from the time it becomes due until the proceeds of said sale is applied to the payment thereof, and so to continue offering the said property for sale as aforesaid year after year, until all the notes are satisfied and paid up agreeably to the tenor of said mortgage and notes before recited. And for the purpose aforesaid I have made, constituted, and appointed, and by these presents do make, constitute, and appoint, the said John Perkins my true and lawful attorney, and upon the sale of said property, lot or lots, or any part or parts thereof, for me and in my name, place, and stead, to sign, seal, and deliver, and acknowledge all such deed or deeds of conveyance as shall or may be necessary for the absolute granting and confirming the aforesaid lot or lots, or such parts thereof as may be sold to the purchaser or purchasers in fee simple; hereby giving and granting unto my said attorney my whole power, strength, and authority in and about the premises, to have, use, and take all lawful ways and means in my name for the purpose aforesaid, and generally to do whatsoever is needful and necessary to be done in and about the premises, for me and in my name, as fully as I might or could do if personally present; and attorneys one or more under him to nominate and appoint, and again at pleasure to revoke, hereby ratifying and holding for firm and valid whatever my said attorney shall lawfully do in and about the premises by virtue hereof.

In witness I, the said Edward Broughton, have hereunto set my hand and seal, this twenty-fifth day of September, in the year of our Lord one thousand eight hundred and eighteen. Before signing, sealing, and delivery, the words "on or before the first day of January" interlined in the second line from the bottom of the first page, and the word "interest" interlined in the tenth line from the top of the fourth page.

EDW. BROUGHTON. [SEAL.]

Signed, sealed, and delivered in presence of—
ELIJAH SMITH,
WOODSON WREN.

I do hereby accept of the foregoing power, delegated to me on the conditions above mentioned.

JNO. PERKINS.

Witness: ELIJAH SMITH,
WOODSON WREN.

STATE OF MISSISSIPPI, *Adams county, ss.*

Personally appeared before the undersigned, chief justice of the county court in and for said county, the within named Edward Broughton and John Perkins, who severally acknowledged that they signed, sealed, and delivered the within instrument, as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal, this 25th of September, 1818.

ELIJAH SMITH, *C. J.* [SEAL.]

I certify that the within and foregoing deed was received into my office to be recorded on the 25th day of September, 1818.

WOODSON WREN, *Clerk.*

THE STATE OF MISSISSIPPI, *Adams county.*

I, Richard A. Inge, clerk of the probate court of said county, do hereby certify, that the within and foregoing is a true copy of the original, as the same remains of record in my office.

Given under my hand and the seal of said court, this 10th day of [SEAL] February, A. D. 1851, at the city of Natchez.

RICHARD A. INGE, *Clerk.*

Receipt written on the margin of the foregoing mortgage.

I, John Perkins, do hereby acknowledge to have received twelve hundred, being the last instalment on the foregoing mortgage.

Natchez, June 24, 1824.

JNO. PERKINS.

Witness: J. GREEN.

Endorsed: "Filed and offered in evidence February 19, 1851. L. H."

"I receive the paper, and consider the receipt as going to the effect of the evidence. W. M. R.

"No. 1268. U. S. circuit court."

"Filed June 16th, 1851, with master's report."

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D'y Cl'k.*

Mortgage, Edward Broughton to John Perkins, 25th September, 1818. [*Copy.*]

This indenture, made this twenty-fifth day of September, in the year of our Lord one thousand eight hundred and eighteen, between Edward Broughton, of the parish of Concordia, State of Louisiana, of the one part, and John Perkins, of the same place, of the other part.

Whereas the said Edward Broughton stands bound and indebted to the said John Perkins in the sum of six thousand dollars, in the following manner, to wit: By five several promissory notes, bearing even date herewith; by one of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and nineteen; by one other of said notes in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty; by one other of said notes, in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty-one; by one other of said notes, in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty-two; and, lastly, by one other of said notes, in the sum of twelve hundred dollars, due and payable on or before the first day of January, in the year of our Lord one thousand eight hundred and twenty-three, relation being had to said notes will more fully appear. Now, this indenture witnesseth, that the said Edward Broughton, as well for and in consideration of the aforesaid sums of money, and for the better securing the payment hereof to the said John Perkins, his heirs, executors, administrators, or assigns, with ten per cent. interest on said notes after they become due, until paid; as of the further sum of one dollar, to him in hand paid by the said John Perkins, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, convey, and confirm, unto the said John Perkins, his heirs and assigns, all that part or parcel of lots number two and four, in square number three, in the city of Natchez, on which Peter Narden now resides, having forty-one feet front on the south side of Main street, and bounded as follows: Beginning at the northeastwardly corner of said lot hereby granted, on Main street, and running thence southwardly, along the line of James Moore's lot, one hundred and forty-five feet; thence westwardly, at right angles with said Moore's line, thirty-three feet; thence northwardly, and parallel with said Moore's line, thirty-seven feet; thence westwardly, at right angles with the last mentioned line, eight feet; thence northwardly, and parallel with said Moore's line, one hundred and eight feet, to said Main street; thence eastwardly, along the line of said Main street, forty-one feet, to the place of beginning; being the same lots or parts of lots conveyed at different times by James Moore and wife and Samuel Postlethwaite and wife to said Peter Narden, and by the said Peter Narden, by deed of conveyance bearing date the twenty-first day of September, in the year of our Lord one thousand eight hundred and eighteen, conveyed to the said Edward Broughton, as will more fully and at large appear, reference being had to said deed, on record in the clerk's office in the county of Adams, in the Mississippi State, in book K, pages 191–2, of the record

of deeds; together with all and singular the appurtenances, hereditaments, privileges, and advantages whatsoever, unto the above described premises belonging or in any wise appertaining. To have and to hold the said above granted, bargained, and described premises, with the appurtenances, unto the said John Perkins, his heirs and assigns, to the only use and benefit and behoof of him, the said John Perkins, his heirs and assigns forever; provided always, nevertheless, if the said Edwd. Broughton, his heirs, executors, administrators, or assigns [shall pay] the aforesaid sum of six thousand dollars, on the days and at the times herein before mentioned and appointed for the payment thereof, according to the tenor and effect of the said recited promissory notes, without any fraud or further delay, and without any deduction, defalcation, or abatement whatsoever, to be made of any thing, for or in respect of any taxes, charges, or assessments whatsoever, then and from henceforth this present indenture, and the estate hereby granted, and the said promissory notes, shall cease and determine, and become absolutely null and void, to all intents and purposes, any thing herein before mentioned to the contrary notwithstanding.

In witness whereof the said Edward Broughton and John Perkins have hereunto set their hands and seals, the day and year first above written.

EDW. BROUGHTON,
JNO. PERKINS.

Signed, sealed, and delivered, in the presence of—(the word or name "Edward" being first interlined on the first leaf, and in the 7th line from the top; also on the second page and in the seventh line, the words "on or before the first day of January.")

ELIJAH SMITH,
WOODSON WREN.

STATE OF MISSISSIPPI, *Adams county, ss.*

Personally appeared before the undersigned, chief justice of the county court, in and for said county, the within named John Perkins and Edward Broughton, who severally acknowledged that they signed, sealed, and delivered the within instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal, this 25th September, 1818.

ELIJAH SMITH, *C. J.* [L. S.]

I certify, that the foregoing and within instrument of writing was received into my office, to be recorded, on the 25th day of September, 1818.

WOODSON WREN, *Clerk.*

THE STATE OF MISSISSIPPI,
Adams county, ss.

I, Richard A. Inge, clerk of the probate court of the county of Adams, State of Mississippi, do hereby certify, that the foregoing two and one-third pages contain a true and perfect transcript of the record

of the original mortgage, as the same remains of record in book K, pages 198, 199, and 200, of the records of deeds in my office.

In testimony whereof I have hereunto set my hand, and the seal of said court, at the city of Natchez, the 20th day of January, [L. S.] A. D. eighteen hundred and fifty-one.

RICH'D A. INGE, *Clerk.*

Received, March 8th, 1820, twelve hundred dollars, being the second payment due.

JNO. PERKINS.

Received, August 30, 1820, twelve hundred dollars, being the third payment.

JNO. PERKINS.

Witness: W. WREN, *Clerk.*

Endorsed: Offered by defendant, and filed 25th December, 1851.
W. M. RANDOLPH, *Master in ch'y.*

1268, filed with master's report, 16th June, A. D. 1851.
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Exceptions to interrogatories.

E. P. FOURNIQUET and WIFE et al.
vs.
JOHN PERKINS.

Before masters in chancery, from United States circuit court, eastern district of Louisiana.

And now comes the defendant, John Perkins, and protesting against the right of the complainants to propound many of the interrogatories to him which he has been ordered to answer, on the ground that they are totally irrelevant and impertinent to the issue, and many of them relate to things which have been fully investigated and finally decided; nevertheless, hereto annexes and submits his answers to *to* each and every interrogatory contained in the two sets of interrogatories sworn to by the complainant, Fourniquet, 28th January, 1841, but numbered as a whole, from 1 to 21, inclusive; another set, 31st January, 1851; and another set, containing six interrogatories, sworn to the 3d February, 1851; his answers to which are herewith submitted.

A. N. OGDEN,
Solicitor for defendant.

Endorsed: Exceptions to interrogatories filed February 27, 1851.
Filed with master's report, June 16th, 1851.
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Note of Jno. Perkins to W. Miller, and memoranda.

On the tenth day of February next I promise to pay to Wm. Miller, or order, one thousand seven hundred and sixty-three $\frac{2}{100}$ dollars, with interest, at the rate of ten per cent. per annum, from the date hereof till paid, value received. Concordia, February 10th, 1824.

$1,763 26. [Signature erased.]

Witness: E. TURNER.

WILLIAM MILLER
vs.
JOHN PERKINS.

District court of United States, Mississippi district. Case to April term, 1825.

Costs taxed 19th January, 1826—

Clerk's fees - - - - - - - -	$12 00
Attorney's tax fee - - - - - - -	10 00
Marshal - - - - - - - - -	3 05
	$25 05
Debt - - - - - - - - -	$1,763 26
Int. 1 year 11 m. 10 d., at 10 per ct. per ann.	342 83
Half costs - - - - - - - -	12 52½
	$2,118 61½

Received 20th January $1,500.

Endorsement on the above note: Received payment of the within note, of John Perkins, esq., 2d March, 1826.

For WILLIAM MILLER,
GUL. TICHEM,
Attorney in fact.

Endorsed on memoranda and envelope of the note: Filed by defendant, February 28, 1851.

W. M. R., *M. in ch'y.*

Answers of defendant, Jno Perkins, to interrogatories.

E. P. FOURNIQUET and WIFE and al.
vs.
JOHN PERKINS.

Before W. M. Randolph, acting as master in chancery for United States court, eastern district of Louisiana.

The defendant, John Perkins, saving and reserving the benefit of all legal exceptions to the interrogatories propounded to him by the complainants respecting the books he is called on to produce, and pro-

testing that he owes no account to the complainants for any of the matters and things inquired of, now under the order of the said master in chancery makes answer to the said interrogatories, and produces the books hereinafter described.

To the 1st interrogatory he answers: Sugars Turner was on respondent's plantation as an assistant to the overseer, but had not the management or control of the plantation; he was on the place from about the 1st of November, 1821, until the last of 1822, and while on respondent's plantation he made entries in a book which respondent had kept for private account since 1807, but in 1820 had commenced using it for plantation entries; this book is the continuation of a book which was kept for previous years, and which may have answered the description by complainants of a book half bound. That book respondent has searched for long ago, and could not find, much to his regret; and respondent, until now called on, supposed the entries of Sugars Turner, and others, were in the book which he has before searched for and has never been able to find. He now discovers that the former book was continued in the book first mentioned, and contains the entries of Sugars Turner, Rowland, and perhaps Carson, besides his own; and he now produces the said book, to be used only from the time it commences to record any plantation matters in 1820, until the 1st January, 1828, or a short time in the month of January, 1828, before Mulholland left. The first part of said book relates to respondent's private affairs previous and up to 1809, and extends no later than 1809; and the portion subsequent to January, 1828, when the transactions with Moses Mulholland closed, relate to respondent's private business of his plantation in subsequent years, and that part is sealed up; and unless it is ordered by the master in chancery, respondent cannot consent that these parts sealed up should be disturbed. The pages left open are 124 in number.

To the 2d interrogatory he answers: Moses Mulholland was one of respondent's overseers; he had charge of respondent's plantation during the years 1826 and 1827, and he kept a cotton book, in which he set down the quantity of cotton picked, and the weights of the bales, but the book was not commenced by Cannady Cason; that book did not contain the entries of the overseer in 1824.

To the 3d interrogatory he answers: The book referred to by respondent in his first answer, and produced, is the only book in which Turner and Rowland, except the cotton book of Rowland, ever made any entries. Mulholland never made any, except in the cotton books referred to in the answer to the 2d interrogatory. Respondent produces all the cotton books in his possession for the years 1822, 1823, 1824, 1825, and 1826, as called for; these books were kept very loosely by the overseers during those years, as their appearance indicates, and respondent cannot vouch for their correctness. Rowland, besides the entries made by him in the other book, had also his cotton book, which is among those produced.

JNO. PERKINS.

Sworn and subscribed to before me, this 2d January, 1851.
W. M. RANDOLPH,
Master in ch'y.

Endorsed: Filed 3d January, 1851.
W. M. RANDOLPH,
Master in ch'y.

1268, filed with master's report, June 16th, 1851.
J. W. GURLEY, *Cl'k,*
By W. CORNELIUS, *D. C.*

Deposition of def't, John Perkins, made before W. M. Randolph, master in chancery, 9th January, 1851.

FOURNIQUET and al.
vs.
JOHN PERKINS. } In chancery.

And now, before me, on the 2d of January, 1851, the defendant, who, being sworn, deposed, in answer to the questions put to him by me, as follows:

I observe the map which is on file and now shown to me. The boundaries in the deed from Watson, curator of Patterson, to me, designated as the lands of John Perkins and Loring & Clarke, I fix, by reference to the map, thus, the lands of John Perkins, referred to in the deed, are on the Turo lot, near the basin; and the lands of Loring & Clarke, referred to, are on the Ussery lot.

Some time in 1821 or 1822 I ran a fence from a point near the Patterson field, and, to save cabin and rails, I sought the nearest point on Mill bayou, or one of its outlets, for the purpose of obtaining the natural boundary which the bayou would afford, and ran my fence without regard to the title to, or ownership of, the lands over which it ran. I do not know on what point, in the direction of Mill bayou, the fence terminated, nor can I state, within a quarter of a mile, the spot. When I purchased from Watson's curator I supposed that I was securing a pre-emption right to six hundred and forty acres, believing that the law of Congress in force in Louisiana was the same as I understood the law to be in Mississippi. I found myself mistaken. I went to the Ouachita land office, and carried up my witnesses to prove up my supposed right under the Patterson purchase; but Moorehouse, the register, refused to let me enter the land. I insisted on my right to do so, and employed counsel to represent my claim, but the commissioners peremptorily refused to allow me to do so. After failing in this, I located and proved up my own settlement claim to one hundred and sixty-one 11-100 acres, and now marked No. 10 on the plan filed. This I proved up under the law of 1830. I never derived any land from Government by virtue of either the House or Patterson claim; and all the lands supposed to be covered by the Watson deed were granted by the Government under the Pre-emption law of 1830, and sold in No-

vember, 1831, to other persons at public sale, except the lot designated and marked Ezekiel Lowe, and also lot No. 8. So soon as I became apprehensive that the Patterson claim would not be a sufficient basis to enable me to procure the pre-emption right to the land, I determined to locate a float upon the same land, which I accordingly did upon the lot marked Ezekiel Lowe; and this I think I did anterior to 1830. I will not be precise as to the time, for so many years have passed, my memory may deceive me; yet, as I have before said, I am confident that the fact as to the time of my locating the float is as I have stated it to be. With respect to the aforesaid lot No. 8, I purchased it at Government sale in Nov'r, 1831. The mill seat of which I am inquired, and which is stated to have been conveyed by House to Patterson, is not owned, possessed, or claimed by me, nor have I ever owned, possessed, or claimed it. I answer the same as to Spring bayou and the lands thereon. I think it cannot be less than three miles from the mounds on which House lived to the Spring bayou. This is my impression; I was never there.

JNO. PERKINS.

Sworn to and subscribed before me, this day.

W. M. RANDOLPH.
Master in ch'y.

On the so-called Patterson tract there were, in 1824, about forty acres cleared. The lands in section 4, south of Mill bayou, lots No. 2 and 3, I do not own. I think the heirs of a Mrs. Price claim them.

JNO. PERKINS.

Sworn and subscribed to before me, this 9th Jan'y, 1851.

W. M. RANDOLPH,
Master in ch'y.

Endorsed: Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. Cl'k.*

Examination of John Perkins before the masters in chancery.

E. P. FOURNIQUET and Ux., and
M. W. Ewing and Ux.,
vs.
JOHN PERKINS.

Before Wm. M. Randolph, master in chancery.

Interrogatories to be propounded to Judge Perkins, the defendant, to be answered before Wm. M. Randolph, esq., master in chancery.

1st. What number of acres of land had you cleared on your Somerset plantation (the Bullock tract) in August, 1818? What in August, 1824?

2nd. What number of bales of cotton did you make in 1818? What

quantity of corn? Please state, as near as you can, the quantity of each product.

3d. Was there, or not, a gin house burned on your Somerset plantation in 1818, (before the marriage;) when did you replace the said gin house, and what did the same cost you? In your estimate include the building, gin stands, and machinery.

4th. What other buildings were erected upon your Somerset estate from 12th August, 1818, up to 12th Aug't, 1824? Please state, describe them, their use, construction, and cost.

5th. As you present an acc. from your merchant of New Orleans, of date 1818, by which you claim to have a balance due you of $, then examine the accompanying book, purporting to be a copy of your account with the branch of the same house at Natchez, and state if the proceeds of your cotton sold in New Orleans was or not absorbed by a debt you owed to the Natchez branch of the house of Rutherford, Fisk & McNeill; and particularly state the object and use of the following charges against you: 1st. May 3d, 1818. Paid F. A. Bynum for J. Perkins, $2,660; interest on same, $26 60. 2nd. May 3d, 1819. Gin stands, E. Carves, $682 25.

6th. 6*th*. Did you or not ever purchase any gin stands from 1818 up to 1824, except the two above described, as costing you $682 25? Where were the said gin stands used? State with all particularity.

7th. Did you or not procure, or cause to be procured, the transcript of your bank account with the State Bank of Mississippi, accompanying this interrogatory; and did you or not introduce the same, and rely upon it as your evidence, in the case of M. B. Eskridge vs. John Perkins, in the probate court of the parish of Concordia, La.? Was or not the said suit of M. B. Eskridge against yourself and the heirs of Bynum instituted at your instance and at your expense?

8th. What were sheep worth in 1824? Did you or not sell any that year; and if yea, at what price per head?

9th. What were horses worth in 1824; that is, good farm horses? Did you sell any that year; if yea, at what price?

10th. What was corn worth in 1824? Did you sell any that year; if yea, for what price? Did you sell it, and what quantity did you sell?

11th. Did you gin any cotton in 1824 for your neighbors; if yea, what quantity, and what profit did you make thereby?

12th. You have said that the $1,040 received from the estate of Rives was paid, not to you, but to Mrs. Perkins. What right had she to the said money, and what disposition did she make thereof? If she paid debts with it, what debts did she pay, and to whom did she pay them?

E. P. FOURNIQUET.

Sworn and subscribed to before me, this 28th Jan'y, 185 .

W. M. RANDOLPH,
Master in chancery.

Let the foregoing interrogatories be answered under oath.

W. M. RANDOLPH, *M. in ch'y.*

13th. Please examine your voucher No. 4, and say if the account of D. P. Jackson was or not incurred for the plastering of the Briars at Natchez.

14th. Please examine voucher No. 6, and say what other and greater expenses you incurred for your Benjamin Bynum than his schooling; please specify the expenses, and estimate the cost.

15th. Please examine voucher No. 10, and state positively for what use or for whose benefit the expenditure of $1,735 45 was incurred.

16th. Please examine voucher 18, and say if it was or not contracted by you in the prosecution or defence of a debt, or part of a debt, due by you to Francis A. Bynum (the brother of your first wife) for negroes purchased by you by said Bynum before your marriage with Mrs. Bynum, in August, 1818.

17th. Please examine voucher 25, and say if the account specified therein was or not contracted in the State of Mississippi, and for a horse-boat landing, and running from the landing at the Briars.

18th. Please examine voucher 23, and state if the charge for advertising was or not for property you owned on the bayou Pierre, in the State of Mississippi. State, if you please, if you have not, in the course of this suit, claimed the said property as your individual property; if so, why do you present the account against the community interest in La.?

19th. Please examine voucher 35, and say if the debt due to Forsythe was or not contracted for your residence called the Briars.

20th. Please examine voucher 40, and answer as above.

21st. Was or not your wife, Mrs. Bynum, the curatrix of the estate of Francis Bynum, (the brother of her first husband;) was or not the estate fully able to pay off the several heirs that had an interest therein? Why, then, do you charge that you paid the debt? Why did you not exhibit the payment as a debt against Mrs. Perkins when you settled her estate in 1827?

E. P. FOURNIQUET.

Sworn and subscribed to before me, this 28th January, 1851.

W. M. RANDOLPH,
Master in ch'y.

Let the above interrogatories be answered under oath.

W. M. RANDOLPH, *M. in ch'y.*

Answer of the defendant, John Perkins, to the the *foregoing interrogatories.*

E. P. FOURNIQUET and Wife, and
M. W. EWING and Wife,
vs.
JOHN PERKINS.

Before L. Hunton and Wm. M. Randolph, masters, appointed by U. S. circuit court, eastern district of Louisiana.

The answers of the defendant, John Perkins, to interrogatories propounded by the complainants, and ordered by order of said masters of date to be answered.

To the 1st interrogatory. At this distance of time I cannot answer this question with any degree of certainty. Mr. Coffey, who has been examined as a witness, was my overseer in 1818, and I think his estimate of four hundred acres of cleared land in August, 1818, on the Bullock track, is as near the estimate as I can make it; and as to what was cleared in all in 1824, I cannot say how much, but perhaps fifty acres more, and that principally in the back concession of the Bullock tract, for the reason that nearly all the surplus labor, besides making the crop, was, after 1818, employed on the ridge, in the rear on which the Gamaliel Pease claim was afterwards located; the clearing was extended back on the ridge where the Gamaliel Pease land was afterwards located, because it was higher and less exposed to overflow.

2d interrogatory. The number of bales of cotton made by me in 1818 was 210 bales, according to the account of my merchant; there was a mistake in some way about one bale, it ought to have been 211; I cannot recollect how much corn, but suppose four or five thousand bushels.

3d interrogatory. There was a gin house burnt on my plantation at Somerset, some time during the summer of 1818, and before my marriage; the gin house was replaced, a portion of it in 1818, and finished in 1819; as to the cost of it, is impossible for me to say at this time, for the reason I got the timber out and did the sawing for plank and scantling with my own hands, and did as much of the work with them as I could, and the balance was done by hired laborers by the month, except the machinery; a portion of the labor was performed prior to my marriage, and my workmen were all engaged previous to that time, and no other labor but that of my own negroes and workmen, employed and paid by me, was ever expended on it. The building was put up roughly with picket floor and hewed sleepers, but a good shingle roof, and was put up in haste, and he believes the building, gin stands, and machinery, could not have cost more than two thousand dollars.

4th interrogatory. The other buildings erected on the place from 1818 to 1824, so far as respondent can now recollect, were a mill house and two log pens, constituting what is called a barn for cotton house, but the barn for the cotton was made in consequence of the gin being burnt; and he is almost certain, judging from the time of picking cotton, and the date of his marriage, that it was finished before his marriage; the timber for all these buildings was got out by his own negroes, and all labor employed on them, besides that of his own negroes, was paid for by himself. Including his own labor, he estimates the cost of these buildings as follows: The barn at $200; the mill, all complete and running, the iron having belonged to his old mill, at $500. Also the frame of a dwelling-house, the timber of which was got out by my own negroes, worth not exceeding $800.

There was also a small log house, about fifteen feet square, intended for a blacksmith shop, but afterwards converted into a stable, built by his own negroes, and cost about $50. On the back concession there were some rough, round log cabins, a small rough blacksmith shop, of pickets; these may have been on the back concession, but respondent was not present at the running of the line, and is not certain; he believes, however, they were all on the Pease tract, except the blacksmith shop and the stable, which were not more than $100. Those cabins have long since been taken down, and others put up in a different position from the former ones; and there is a portion of them on the back concession now, but put up in 1828. Respondent feels confident that all of the buildings and improvements of every kind, including the clearing of land, ditching, and leveeing, could not have cost more than $4,000, and did not enhance the value of the property beyond that amount.

5th interrogatory. No such book as mentioned in this interrogatory having accompanied the interrogatories, I am not able to answer this question. I have never seen any such book; my crop of 1818 was sold in New Orleans in 1819, as the account of sales on file shows. I have seen no account charging F. A. Bynum's note for $2,660, as paid by Rutherford, Fisk and McNeill, May 3d, 1818. There is what purports to be a copy of an account annexed to another interrogatory, in which the same amount is set down as paid F. A. Bynum of date 3d May, 1819; and if that is meant, I answer, the object and use of that charge must have been the payment for me, by my merchants, 3d May, 1819, of that note due F. A. Bynum, as stated by me in my answers to the complainants' bill; and the payment of $682 for gin stands was for the plantation belonging to the heirs of Bynum, and for which no separate charge has ever been made by me against them. My crop of 1818 was not absorbed by a debt due by me to the branch of the house at Natchez.

6th interrogatory. From 1818 to 1824 I purchased, as well as I can recollect, two gin-stands, and had two made—in all, four; the two purchased were for the plantation of the Bynum estate on Lake Concordia, and used on it; and the two made were for my own use on my Somerset plantation.

7th interrogatory. The transcript of the bank account mentioned in this interrogatory does not accompany the interrogatories, but I presume it is the one about which I have been already interrogated, and I can say no more about it than I said before. As to the suit of M. B. Eskridge against me, this suit was brought in consequence of the complainants, E. P. Fourniquet and wife, having set up a claim for community property in the suit they instituted for maladministration of the estate of the father and mother of Harriet. It was, so far as Mrs. Eskridge was concerned, entirely an amicable suit, and instituted at my instance and request to have the matter decided during my lifetime. Mrs. Eskridge, herself, never believed any such on her part to be equitable or just, and would never have brought the suit herself,

but for my desire to have the controversy settled during my lifetime; and, as she never believed herself entitled to any thing from me, and so expressed herself to me, that I was deeply wronged by the assertion of such a claim under such circumstances, I of course did not allow her to be at any expense in presenting the matter for the decision of the court.

8th interrogatory. I do not recollect what sheep were worth in 1824, or whether I sold any in 1824. The book on file, in which I made occasional entries of such things, is the best source of information I can afford.

9th interrogatory. To this interrogatory I can only answer as above.

10th interrogatory. To this interrogatory I can only make the same answer as above.

11th interrogatory. I did gin some cotton for my neighbors in 1824; a few bales, I believe. I do not recollect how many. The book above referred to may show.

12th interrogatory. I have no recollection of a sum of $1,040 being received by Mrs. Bynum from the estate of Rives, and have never, so far as I can recollect, said that such was the case. I have no knowledge or recollection of any such sum being received by her, and feel confident no such sum was received by her after our marriage.

13th interrogatory. It is now so long since, I cannot answer this interrogatory; but, on examining the account of D. Jackson, on file, I see what I had before overlooked, that this note is included in the account of $209 $\frac{52}{100}$.

14th interrogatory. During the time Benjamin Bynum was at Yale college his expenses were at the rate of $1,200 a year, from the time he went to Yale college until he returned home. I cannot specify his particular expenses prior to his going to college. The account alluded to was for his schooling, but as appears on its face, paid after the dissolution of the marriage; his particular expenses at any time I cannot specify.

15th interrogatory. Respondent confirms the statement of Mr. Fisk who was examined on this subject, and refers to his statement for his answer; and further states, that he did before, and as soon as he could trace this transaction, make the same explanation of it to the master. It is so long since these transactions occurred that he has not been able at once to understand them fully himself.

16th interrogatory. I presume the consideration of the $50 was as stated in this interrogatory. I had paid the debt once, and employed a lawyer to prevent me from paying it twice.

17th interrogatory. I have examined voucher 25. James Cuddy was a blacksmith, and the account speaks for itself. He does not know, except as the account shows, what items were for the horse-boat, and what were for other things.

18th interrogatory. I can find no voucher marked 23, referring to any advertisements; if the charge was for advertising lands on bayou

Pierre, it was made because it was a debt contracted during the marriage, and paid after, and without reference to what land it was.

19th interrogatory. I cannot say whether the account referred to in voucher 35 was for the Briars or not; but if it was, as the complainants, although without color of right, claim from me for the alleged full cost and value of the Briars, they ought not to contest it.

20th interrogatory. I have examined voucher 40 and make the same answer as to the preceding interrogatory, adding what I have already stated, that the note of $88, if allowed, is to be deducted from that account.

21st interrogatory. My wife was the curatrix of the estate of Francis Bynum, the brother of her first husband. The estate was solvent, but the heirs were all absent, and consequently could not be paid until they had themselves represented as they were by Sugars Turner, to whom I paid the several amounts due them as by the vouchers on file does appear. When my accounts were settled at the time alluded to, I overlooked this in the same manner, in which I find often in the progress of this suit, I have overlooked and forgotten important items, until something brings them to my mind, and I have no doubt there is much important to me which must, from the lapse of time, be entirely omitted.

John Perkins makes oath that the foregoing answers to interrogatories contain the truth.

JNO. PERKINS.

Sworn to and subscribed, before me, on the 27th February, 1851.

W. M. RANDOLPH,
Master in chancery.

Endorsed as follows: "1268," filed with master's report, June 16th, 1851.

J. W. GURLEY, *Cl'k,*
By W. CORNELIUS, *D. C.*

E. P. FOURNIQUET and Ux.,
and M. W. Ewing and Ux.,
vs.
JOHN PERKINS.

Before W. M. Randolph, master in chancery.

Interrogatories to be propounded to the defendant, John Perkins.

1st. As you have introduced an account current between yourself and Sugars Turner, settled on the 20th December, 1824, please refer again to the said account, and say if the credit you give to said Turner of $500 for the first payment of lands purchased from Mr. Burns in bayou Pierre, was or not a portion of the lands purchased by you, or at your instance or request, situated in Claiborne county, Mississippi, from one of the heirs of —— Hartley.

2d. Do you or not now own, or have you or not disposed of a part of the said lands so purchased by you in Mississippi to McAlpin and George Lake? If yea, for what price? State as near as you can.

3d. As you have introduced a certified copy of a mortgage executed to you *to you* by Edward Broughton, of date 25th September, 1818, by which it appears that the said Broughton purchased from you a tract of land in the parish of Concordia, and was indebted to you in the sum of $6,000, then state if you did or not introduce the said mortgage as evidence to prove that you had moneys belonging to you individually and before the marriage with Mrs. Bynum, before Brown, esq., master in chancery for the southern district of the circuit court of the United States, at Jackson, Mississippi, in the suit of E. P. Fourniquet and Ux., and M. W. Ewing and Ux., vs. John Perkins. Were [you] or not interrogated by the master, on oath, and in open court, in the above cause touching the above mortgage? If you did introduce the above mortgage before Brown, esq., master, then say if it was or not for the purpose of availing yourself of the same in the said cause as an offset to the demand which E. P. Fourniquet et al. made against you at that time.

4th. Did you or not, on the 17th January, 1820, receive a credit of $1,200 with your merchants, Rutherford, Fisk & McNeill, the same being one of the payments made to you for or by the said Edward Broughton, in consideration of the said mortgage of $6,000 as aforesaid?

5th. Have you or not the account current furnished to you by the said Rutherford, Fisk and McNeill, of date commencing November 1, 1818, and closing December 3d, 1820, in which the said credit of $1,200 appears? If so, please produce the same before the master for his inspection. If you have not an account current, such as is set forth above, then, if you have any account current, or account currents, furnished to you by Rutherford, Fisk and McNeill, or Fisk and McNeill, or Alvarez Fisk, which shows your business with them at any time between August, 1818, and August, 1824, then produce the same to the master for his examination.

E. P. FOURNIQUET.

Interrogatory 6th. As you have said in your account rendered to the probate court of Louisiana, of date 29th May, 1827, and found on pages 21, 22, 23, and 24, of the printed record of this case, that the year 1823 was an overflow, and no cotton made, but you give the Bynum heirs a credit of $1,000 for the labor of the hands that fall in making levee, then please examine the plantation book now before the masters, and say if the following entry therein is or not in your own handwriting: "High river, 1823; one inch higher at the plantation than 1813, and four short of 1815; something different below; commenced falling May 21; planted cotton 28, and on until 11th June; made 91 bales; nett proceeds $5,300." Did you or not the same year make the following charge against your four step-children, viz: "For this amount, for general expenditures for use of hands, $1,500."

2544.

"For this amount, for general expenditures for use of family same year, including schooling, &c., $4,000."

July 7. As by the vouchers you introduce to show the debt due by the community in 1824, that is, the expenses of the Somerset plantation that year, the following receipts, viz: Nathaniel Bonner, your overseer, $649 37; voucher No. 12, paid to Alvarez Fisk, for bagging and rope, $502 82; voucher No. 7, to S. & H. Postlethwaite, $200 27, for tow linen; and, as appears by the plantation book that on the June 13 you arrived at the plantation with 42 barrels of pork, state, if you please, what that pork cost you, and also state what other material expenses you incurred for your Somerset plantation in 1824. Specify, if you can, the other material expenses of your plantation that year, and give the use or purpose of the said expenses.

E. P. FOURNIQUET.

Sworn to and subscribed before me, the 31st Jan'y, 185 .

W. M. RANDOLPH, *M. in ch'y.*

Let the foregoing interrogatories be answered under oath.

W. M. RANDOLPH, *Master in chancery.*

Endorsed: "1268." "Filed with master's report." "June 16th, 1851."

"J. W. GURLEY, *Cl'k*,
"By W. CORNELIUS, *D. C.*"

Answers of the defendant, John Perkins, to the foregoing interrogatories.

E. FOURNIQUET and WIFE & als.
vs.
JOHN PERKINS.

Answers of defendant to interrogatories propounded by the complainant and ordered to be answered by the order of the master in chancery, being answers to the interrogatories sworn to before the master, 31st of January, 1851.

To the first. The credit of $500, given to Sugars Turner in the account referred to, was for the first payment of lands on Bayou Pierre, purchased by me from Burns and wife, one of the heirs of Hartley. There was another payment of $500 on the same land, which was made by me after the death of Mrs. Perkins; but I have lost or mislaid the note, which was given for the balance of that purchase, and which, if I could produce it, would show on its face that it was paid after the dissolution of the marriage.

To the 2d. I do not own now any of the land referred to. The purchase from Burns was an undivided interest in lands, for the most of which I held already a British claim, and the Hartley claim was a Spanish conflicting claim. In my answers already made, I have stated, so far as I know or recollect, what lands I sold to McAlpin and

to Lake, and for what price, and do not know which portion of the lands I sold them may have been covered by the Spanish title from Burns and wife, but all not so covered by those sales is embraced in the donation by me to the complainant, Fourniquet, and was sold by the sheriff to pay a debt of his.

To the 3d. He answers that he did offer to produce in evidence before Mr. Brown, master in chancery, in the suit of the complainants against him in the U. S. court at Jackson, the mortgage for six thousand dollars from Broughton. By this and other like evidence, his object was to show that, besides the productions of plantation and negroes owned by him at the time of his marriage, he possessed other and large means of his own, by which, independently of his crops in Louisiana, it was in his power to purchase property in Mississippi, for which he was sued by the complainants, on the allegation that said property was purchased with the crops raised on respondent's plantation in Louisiana. No evidence was given in that suit to show that any portion of the proceeds of the crops on respondent's plantation were used in any of said purchases; but fully to show how groundless the claim was respondent offered this evidence, and not as any offset to any demand set up against him. He was interrogated by the complainants before the master, and by his answers did prove that the $6,000, due by Broughton, was received by respondent during the marriage. The complainants objected to the admissibility of this evidence. The court did not act on it, although received by the master subject to the decision of the court, and rendered judgment against respondent, condemning him to pay the complainants their portion, as heirs of :heir mother, of the full amount of the value of the property purchased by him in the State of Mississippi; and from that judgment respondent has taken a suspensive appeal to the Supreme Court at Washington, which is yet to be decided.

To the 4th. I have not been able to find any account of Rutherford, Fisk & McNeill, showing the payment of $1,200 to my credit for or by Edward Broughton, and have no recollection on the subject; but, as a copy of an account is shown by the other party, in which it is set down, I think it probable, without knowing who made out that account, or whether it is a correct copy from their books, that the said item is correct, and the $1,200, if paid by Broughton, was no doubt one of the payments on the mortgage, for price of land sold him by me before my marriage.

To the 5th. I have already stated, in my answer to the preceding interrogatory, that I have not been able to find any account of Rutherford, Fisk & McNeill, in which the credit of $1,200, spoken of, is made, while it is possible I may have it; nor have I been able to find any account, rendered by them, commencing Nov'r 1st, 1818, and closing Dec'r 3d, 1820.

To the 6th. I did not say, as is asserted in this interrogatory, that no cotton was made in the year 1823. My accounts are a part of the record in this case. The entries in the book, which was a memoran-

dum book of my private affairs, and with which the complainants had no right to intermeddle, but which by order of the master in chancery has been produced, because I wished to have no pretext for saying that I desired to conceal any thing, does contain, in my handwriting, the entry set forth in this interrogatory, as to the high water and 91 bales of cotton. There was not that year a boll of cotton made on the back lands, on account of the overflow. All the cotton I did make, which was not half of my crop the year of my marriage, was made on the Bullock tract, on land which I had in cultivation prior to my marriage. I did make the charges referred to in my accounts, as they appear of record; and those charges, I assert, were all perfectly just and correct; and, in regard to the charge for general expenditures for the use of the family, I know it to be under, rather than over, what was actually expended, as Dr. Smith stated to be his belief in his letter accompanying the accounts. Dr. Smith was brother to the gentleman with whom the children were boarded a portion of the time in Baltimore. He was a planter and gentleman of high standing, who represented the county of Concordia for many years in the legislature of this State, and he was intimately acquainted with the family, and with the manner in which they were educated and brought forward in life, and knew that neither money nor labor, on the part of respondent, was spared to give them the best advantages that a northern education could afford, as testified to by Mrs. Eskridge, one of the heirs, in a suit between the complainants, Fourniquet and wife, and myself, involving the correctness of these accounts, and which has been finally decided in my favor.

To the 7th. I cannot say what was the price of pork in the year 1824. The 42 barrels, mentioned as taken from my book, could not have been all that was consumed on the plantation that year. I cannot, after this lapse of time, recollect the particular expenses asked for in this interrogatory. The book referred to is not a guide.

John Perkins makes oath that the foregoing answers to interrogatories contain the truth.

JNO. PERKINS.

Sworn and subscribed to before me, on this 27th Feb'y, 1851.

W. M. RANDOLPH, *Master in ch'y.*

FOURNIQUET & als.
vs.
JOHN PERKINS.

The plaintiff having shown to the defendant the paper herein before filed, on the 25th of January, 1851, marked R. 5, and interrogated as follows: "Please look at the annexed accompanying paper, and say if it was or not procured by you, or at your instance, and introduced as evidence in the suit at Concordia, of E. P. Fourniquet vs. John Perkins, or the suit of M. B. Eskridge vs. John Perkins." To which the defendant, being sworn, answered: I have no recollection whether the paper alluded to was or was not used. If it was, I presume the records will show.

JNO. PERKINS.

Sworn and subscribed to before me, this 28th May, 1851.
W. M. RANDOLPH, *Master in ch'y.*

Endorsed: "Filed with master's report, June 16th, 1851."
J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Interrogatories propounded to defendant, John Perkins.

E. P. FOURNIQUET and Ux., and
M. W. EWING and Ux.,
vs.
JOHN PERKINS.

Pending before the masters in chancery, L. Hunton and William M. Randolph.

Interrogatories propounded by complainants to defendant.

1st. Do you or not know or believe that your first wife, Mrs. Mary Bynum, had a debt due to her for $1,040 06¾, or about that sum, from the estate of her brother, Henry Rives, jr.?

2d. Have you or not any remembrance of any settlement accruing between you, C. C. Rives, or David Alexander, in relation to the said sum of $1,040 06¾?

3d. Were or not the negroes Abb and George derived from the estate of said Henry Rives, jr.? Have you or not the said negroes, with their progeny, in your possession? If not, have you sold or donated them to any one; if yea, to whom?

4th. As you have retained the negroes Abb and George for a debt alleged to have been paid by you for the estate of said Rives, then please state why you place before the masters the payment so made by you as aforesaid.

6th. Was or not the Hundley note paid out of your crop of 1817 or 1818?

E. P. FOURNIQUET.

Answers of the defendant to the foregoing interrogatories, filed by masters 28th February, 1851.

E. P. FOURNIQUET and WIFE and al.
vs.
JOHN PERKINS.

Answers of the defendant, John Perkins, to interrogatories propounded by complainants 28th February, 1851.

To the 1st interrogatory. I have no knowledge or recollection of the sum of $1,040 06¾, or about that sum, being due to my first wife, Mrs. Mary Bynum, from the estate of her brother, Henry Rives, jr., and do not believe there was; if there was, it must have been before my marriage.

To the 2d interrogatory. I have no remembrance of any settlement of the kind between myself, C. C. Rives, and David Alexander.

There was a sum of $1,087 18¾ received from Thomas and David Alexander, and accounted for by respondent as stated by respondent in his answer to the bill.

To the 3d interrogatory. George and Abb were derived from the estate of Henry Rives, and by my wife. I have said negroes in my possession; they never had any children.

To the 4th interrogatory. I retain George and Abb as my property because I paid for them, as before stated in my answers, and the charge of $1,100 made because they cost me that sum after the division of Mrs. Perkins's estate, in which they were allotted to one of my sons.

To the 6th. The note to Hundley was paid out of my crop of 1817.

JNO. PERKINS.

Sworn and subscribed to before me, the 28th of February, 1851.

W. M. RANDOLPH,
Master in ch'y.

Endorsed: "1268." "Filed with master's report." "June 16th, 1851."

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Affidavit, account, and interrogatories propounded to defendant 3d February, 1851.

E. P. FOURNIQUET and Ux., and
M. W. EWING and Ux.,
vs.
JOHN PERKINS.

Pending before Wm. M. Randolph, esquire, master in chancery.

Personally appeared before the master E. P. Fourniquet, who, upon his oath, doth say, that as the defendant has produced in evidence the account current of McNeill, Fisk and Rutherford, his cotton factors in New Orleans, dated the 30th October, 1819, showing a balance due him of $5,991$\frac{39}{100}$, exclusive of amounts paid by Rutherford, Fisk and McNeill, (the branch of the said house at Natchez, Mississippi;) and has also produced in evidence in his defence the original account sales for the said cotton, which produced the said sum of $5,991$\frac{39}{100}$; this affiant, therefore, believes that the account current of the Natchez house, to which the said balance of $5,991$\frac{39}{100}$ was transmitted, is now in the power of the defendant, or within his control or the control of his solicitor, A. N. Ogden, esq.; and further shows that he has good cause to believe, and does believe, *and does believe*, that if the said account (a copy of which, substantially, is found on the reverse of this affidavit) will show that the aforesaid balance was absorbed by the defendant's debts at Natchez, Mississippi, in the years 1818, '19, and '20.

E. P. FOURNIQUET.

Sworn to and subscribed before me, this 3d day of February, 1851.

W. M. RANDOLPH, *Master in ch'y.*

DR. **A.—*John Perkins, esq., in account current with McNeill, Fisk & Rutherford.*** CR.

1819.			1819.		
Aug. 11	To cash paid Z. Dow, for 55 barrels pork.....	$120 00	Oct. 13	By N. P. 210 bales cotton, as per sales herewith	$10,422 58
18	sundries, per Juno, forwarded.....	56 41			
Sept. 8	our acceptance his draft, favor J. Henderson	453 66			
	our acceptance his draft, due 21st inst.....	3,000 00			
8	cash paid Beatty & Greaves, per receipt. ...	394 44			
13	sundries, per Juno.....	406 68			
Oct. 30	balance to account.....	5,991 39			
		$10,422 58			$10,422 58
	New Orleans, Oct. 30th, 1819. Errors and omissions excepted.		Oct. 30	By balance of account, as per above, exclusive of amounts paid at Natchez.....	$5,991 39

DR. ***Judge John Perkins in account with Rutherford, Fisk & McNeill.*** CR.

Aug. 10	To merchandise, straps, hinges, plate, &c., &c.,	$37 95		Transferred to folio B, 96.....	$40 57½
Oct. 30	2 chisels and flat file.....	2 62½			
		$40 57½			$40 57½

DR. ***John Perkins in account with Rutherford, Fisk & McNeill.*** CR.

1818.			1819.		
Nov. 1	To amount from ledger A.....	$40 57	May 3	For F. & P. F. Bynum's note, fav. Mary Bynum	$60 00
1819.			3	13 months' interest.....	3 90
April 1	ball. on note in bank	19 00		Francis Bynum's note, dated 23d Aug., 1815	300 00
29	cash paid self.....	300 00		3 years' interest.....	66 00
May 3	cash handed self.....	400 00		due bill of date, payable in New Orleans...	3,016 27
3	cash paid F. A. Bynum, for J. Perkins's obligation.....	2,660 00			
	cash paid interest, fori nterest on same.....	26 60			
		$3,446 17			$3,446 17

1819.			1819.		
May 5	Gin stand, E. Carver	$682 25	June 5	Cash received from J. Perkins	$950 00
25	Order, favor G. Fearn	600 00	5	20 pounds butter	6 25
25	Cash handed self	200 00	Aug. 16	Our check returned	700 00
26	9 coils rope	127 37½	Nov. 19	Balance due John Perkins, as per former acc't current	5,991 39
27	Order, favor Dr. Hart	150 00		This balance is the transfer from New Orleans, as follows:	
June 8	Pair small steelyards	1 50			
July 6	Iron spoons	1 00	May 19	Sales 85 bales, nett $6,672 08	
7	4,185 feet poplar plank	104 63	Oct. 30	Sales 210 bales, nett 10,422 58	
Aug. 3	4 coils of rope, twine, turnip seed, &c	86 89	1820.		
12	Cash handed self	700 00	Jan. 17	This amount assumed, E. Broughton	1,200 00
23	Cash handed self	500 00	May 1	Fisk & McNeill due to J. Perkins	201 53
26	Drayage	25			
27	Merchandise	1 80			
30	Merchandise, dry goods	4 56			
Sept. 18	Dr. Hart's order	400 00			
Oct. 26	10 yards flannel	10 50			
26	Cash handed self	800 00			
Nov. 29	Your draft on McNeill, Fisk & R	210 00			
Dec. 2	Cash to self	500 00			
26	Cash	800 00			
1820.					
Jan. 17	This sum, drawn for at sundry times	1,575 00			
17	Cash, self	400 00			
31	Draft, favor D. Bein	173 30			
Feb. 5	Paid J. E. Hart	200 00			
March 1	Cash, self	820 00			
		$9,049 17			$9,049 17

Fourniquet and Wife et als. vs. Perkins.

2547.
22½

If the foregoing account is not literally correct, nevertheless the defendant is requested to examine the items thereof, or the material ones, and answer:

1st. If in settling the second balance due by defendant, as above, it was not arranged by a due-bill to be paid in New Orleans, out of the proceeds of the cotton of 1819, to the extent of $3,016 27?

2d. If the charge made May 3d, 1819, $2,660, and interest, $26 60, was or not a payment of one of the notes given to F. A. Bynum for negroes purchased by def't before the marriage?

3rd. State also if the sale of 85 bales of cotton, for which defendant had credit May 19, 1819, $6,672 08, was or not the proceeds of the crop raised in 1818 on the Bynum plantation in that year.

4th. Please state also if the balance of $5,991 39, credited on the 19th November, 1819, was or not the balance which appeared to defendant's credit in New Orleans, as per the account current of McNeill, Fisk & Rutherford, of date 30th October, 1819, submitted by defendant to masters, and copied on the reverse of this sheet, marked ("A.")

5th. In examining the account (A) the defendant will please explain for what purpose, and to whom, was given his draft of $3,000, accepted for him by his merchant 21 September, 1819; was it for a plantation debt? If yea, explain the object of the debt. If not for a plantation debt, then explain for what purpose the money was used.

6th. For what use was the payment made to Beatty & Graves, September 8th, 1819, $394 44?

E. P. FOURNIQUET.

Sworn and subscribed to before me, this 3d February, 1851.

W. M. RANDOLPH,
Master in chancery.

The defendant will produce the account called for, and answer the foregoing interrogatories.

February 3d, 1851.

W. M. RANDOLPH,
Master in chancery.

Endorsed: Filed with master's report, 16th June, A. D. 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Answers of the defendant to the foregoing interrogatories.

E. P. Fourniquet and Wife and al.
vs.
John Perkins.

Before the master in chancery, on references from the U. S. circuit court, E. district La.

Answers of defendant to interrogatories presented and sworn to by the complainants, 3d February, 1851, and ordered to be answered.

1st interrogatory. There are many items in the account annexed to this interrogatory I recollect and recognise, and others I cannot recol-

lect. I did give a due bill for the amount, as therein stated, but it was not payable out of the crop of 1819.

2nd interrogatory. The charge for $2,660, and interest, $26 60, was for negroes purchased by me before my marriage, as before stated by me in this case.

3rd interrogatory. The 85 bales of cotton credited on the account, May 19th, 1829, at $6,672 08, was, he presumes, the crop of the Bynum plantation of the year 1818, and was by respondent fully settled and accounted for with the heirs of Bynum.

4th interrogatory. The balance of $5,991 39 appears to be the same balance, and he presumes it is the same as marked in the account given by respondent in evidence.

5th interrogatory. I do not recollect, and cannot now state, what the draft of $3,000 referred to was for, or for what purpose it was used. I can give no explanation of it whatever at this distant period.

6th interrogatory. I do not know what the payment to Beatty & Greaves was for; they were hardware merchants, and I presume it was for iron and such things, for use of the plantation.

John Perkins makes oath that the foregoing answers to interrogatories are true.

JOHN PERKINS.

Sworn and subscribed before me, this 27th of Feb'y, 1852.

W. M. RANDOLPH,
Master in ch'y.

Interrogatories propounded to the def't, John Perkins.

E. P. FOURNIQUET and Ux., and
M. W. Ewing and Ux.,
vs.
JOHN PERKINS.

Before Wm. M. Randolph, master in chancery.

The complainants propound to the defendant the following interrogatories:

1st. Did you or not receive from Henry Rives and David Alexander, administrators on the estate of Henry Rives, jr., the sum of $1,040 06? If yea, when did you receive it?

2nd. Was or not the said payment a sum of money due or coming to your first wife, Mrs. Mary Bynum?

E. P. FOURNIQUET.

Let the defendant answer the above interrogatories.

W. M. RANDOLPH,
Master in chancery.

Answers to the foregoing.

FOURNIQUET and als.
vs.
JOHN PERKINS.

Answers of defendant to interrogatories propounded and filed this day by the complainant, marked R. 3.

To the first. To my knowledge, nor do I believe I ever received any thing from the estate of Henry Rives, jr. My wife, Mrs. Mary Perkins, received from that estate two negroes, to wit, George and Abb, which I had to pay for their appraised value, the estate proving insolvent.

To the second. I answer this interrogatory by my answer to the first.

JNO. PERKINS.

Sworn and subscribed to before me, this 25th of May, 1851.

W. M. RANDOLPH,
Master in chancery.

Endorsed: R. 3. Filed by compl'ts, 25th May, 1851.

W. M. RANDOLPH,
Master in ch'y.

Filed with master's report, June 16th, 1851.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *D. C.*

Interrogatories.

E. P. FOURNIQUET and WIFE, and M. W. Ewing and Wife,
vs.
JOHN PERKINS.
Before the master in chancery.

Questions on the part of complainants to the defendant, John Perkins.

1st. Was there or not, in 1826 or 1827, a plantation book kept by your overseer, Moses Munholland, answering the description as given by said Munholland in his deposition in the case of M. B. Eskridge vs. John Perkins, as follows? "A large cotton book on the plantation, kept for the purpose of entering the weight of the cotton picked, the No. and weight of the bales, and such entries as are usually made in cotton books. Witness thinks the book was commenced in the year 1823, when Canady Casen was overseer; that was the year of the great overflow," &c., &c.

2nd. If there ever was such a book, what has become of it? Is it or is it not now in your possession?

3rd. If not in your possession, who has it, or what has become of it? Please answer fully and at large.

E. P. FOURNIQUET.

On motion [by] compl't, ordered that the foregoing interrogatories be answered by def't.

LOGAN HUNTON,
Master in ch'y.

Answers to the foregoing interrogatories.

E. P. FOURNIQUET et UX., &c.,
vs.
JNO. PERKINS.

The said defendant this day appears before the master and makes answer to the interrogatories herein as follows:

To 1st int'y. There was always a cotton book kept on the plantation by the different overseers.

To 2d and 3d int's. He does not know whether the book referred to is in his possession or not; it may be on his plantation; very probably is there; he has not had occasion to search for it.

Sworn to before me.

L. HUNTON.

Endorsed: "1268." Filed with master's report, June 16th, 1851.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dy. Cl'k.*

Affidavit of defendant.

E. P. FOURNIQUET and Wife,
and M. W. Ewing and Wife,
vs.
JOHN PERKINS.

The defendant, John Perkins, being duly sworn, declares that the transcript of the record of the suit of E. P. Fourniquet and Wife vs. John Perkins, from the district court of Concordia, is not a full and complete transcript; and that there is not in said transcript a deposition of Mrs. Eskridge, a witness in his behalf, which affidavit is certain was used by him as evidence on the trial of that cause, and which was very material evidence to him on that trial; affiant has not had time since this omission in the transcript has been made known to him, to have the original papers in the suit examined; but believes the said deposition must be on file in the clerk's office, unless it has been lost or taken away; and that it never was taken away by affiant; and that he therefore hopes and expects in a reasonable delay to procure a copy of the same from the clerk's office; that he has no knowledge himself what has become of said deposition, if it is not in the clerk's office, where it ought to be. That affiant annexes to this affidavit a portion copied from said deposition, being the answers of Mrs. Eskridge, to interrogatories 9th, 10th, and 11th; this was copied by one of the clerks in the office some time after the suit for my private use, with no certificate, as none was necessary for the use for which I wanted it; and the paper has

always been in my possession until I handed it to my counsel yesterday to supply as far as it could the omission in the transcript offered by the other party. Affiant swears it is a true copy of the answers of Mrs. Eskridge to these interrogatories as read in evidence on the trial of that cause, as will appear by said deposition when produced; and your affiant believes said deposition material to him in this case.

JOHN PERKINS.

Sworn and subscribed to before me, this 28th February, 1851.

W. M. RANDOLPH,
Master in chancery.

Answers of Mrs. Eskridge, referred to in the above affidavit.

Answer of Mary C. Eskridge, to the ninth interrogatory, propounded to her by the defendant in this suit, styled E. P. Fourniquet and Wife vs. John Perkins.

9th interrogatory. Here it may be proper to state why I am examined upon this interrogatory. Some time since, when on a visit from home, I was in a very abrupt, unexpected manner, called upon by the plaintiff to appear before an officer, then in attendance, and give in my deposition upon these interrogatories and cross interrogatories. I was not very well, and from all the circumstances then unable to undergo such an examination as was agreeable to my feelings; although upon all the direct interrogatories my replies were given correctly, and from the best of my belief, in a hurried manner, yet to this general interrogatory I could not then reply; it required quietness and composed thought, which I could not then command. I have since obtained permission to complete my testimony upon this interrogatory, for as one of the step-children of this defendant, I am not willing, nor should I be sincere, if any than the most complete and decided testimony should pass from me in this case; and here I would wish to give such a full and connected view of the past situation, circumstances of our family, as would show honestly and truly, the unvarying affection and disinterested kindness of the defendant towards our orphan family, during the long course of years, when we have lately [been] dependent on his guidance and protection. Our own respected father died in 1815, having one brother, in a very lonely situation, with a large family of little children; he had provided, I think for his family, an independent property, I suppose as, with his good management and close attention, was more than adequate to their support, living as the most of planters did in a very retired manner. At the time of my father's death, he was preparing to look out a more healthy and advantageous residence for his family; however, after his death, my mother continued on the plantation with her family for about three years, when she married the defendant, and removed to the neighborhood of Natchez; and I have long felt and acknowledged that it seemed the wise direction of a kind Providence, that our

helpless family were early provided with such a kind and generous friend, and tender and devoted step-parent; for our mother had not one friend or relation then near her, to whom she could apply for assistance in the education of her children or the management of her property. The first care of the defendant was to advance the education of her children, as has been shown. The best schools were sought out for us, and sparing no personal efforts for our benefit, he several times, left his own family and pursuits to place us at the best schools in distant parts of the United States; indeed there was no expense omitted to give us all the most approved advantages of education. These advantages were equally to all *to all* of his four step-children. Before any of us were grown, we had the misfortune to lose our mother; and none of us can ever forget the redoubled kindness and concern of the defendant towards us; no kind encouragement or indulgence was omitted to make his step-children happy and intelligent; he seemed kindly endeavouring to supply to us the loss of both parents. Our mother of course had watched his disposition towards her orphan children, and discovering nothing but uncommon affection and tender interest from him towards them, by her will, she left her children, and all they possessed, unreservedly to his care and management; and I cannot think this trust has ever proved misplaced, for he ever seemed to delight in providing for and attending to us, was ever bent on our improvement, and respectability, and no parent seemed more happy when we returned to live with him, for then he enjoyed the full confidence and affection of every one of his step-children; and we cannot ever forget him then as our tender and faithful friend and guide; as to our property, I am sure that it was not consumed in his hands; it was to afford for us all the most liberal and indulgent education and support, and for thus bestowing it I am fully satisfied and gratified. When in due time it had to be divided amongst us, I think it proved sufficient to render us all independent and comfortable. Our mother by her will had left to the children of her first husband, (as having been acquired by him,) the chief of her property; this we also received from the defendant; and, added to this, the most of us have received from him valuable portions of land. In his continued marks of liberality, I think the plaintiff has fully shared; indeed I believe any one of us *have* received from the defendant, in merely household gifts, what would perhaps equal in value the moveable property of our parents on the Lake plantation. It will be impossible to give a full idea of the harmony and kindness that so long prevailed amongst us. My only brother, who lived to take possession of his own property, and who possessed correct feelings and sound judgment, I think justly understood and appreciated the long friendship and kindness of the defendant, and I am sure continued to be a source of pride and comfort to him while he lived. Strangers cannot fully appreciate and understand the obligations of our family to the defendant; but still where there was such manifest concern and anxiety for the intelligence and respectability of his step-children, they may be satisfied that selfishness could not have found place there.

10th interrogatory. I can confidently say, that my husband ever evinced a full satisfaction with the defendant's management of my parent's estates. Friendship and confidence existed between them until his decease; and, as a farther proof of it, he, by his will, committed his family to his fatherly care and attention, also desiring that his little son should be raised and educated particularly under his influence and direction.

11th interrogatory. I think the Lake plantation was considered sickly. My father and several of our family died there, also a number of negroes, in the summers of 1818 and 1819. I cannot recollect their names at this time.

Endorsed: 1268, Fourniquet and als. vs. John Perkins; filed 28th February, 1851.

W. M. R'H, *M. in ch'y.*

Affidavit of defendant. The paper attached received in evidence by consent of parties. L. H.

Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Record of a suit between the same parties in Mississippi, offered before the masters, 28th February, 1851, *and filed with the master's report on the* 16*th June, A. D.* 1851.

UNITED STATES OF AMERICA,
Southern district of Mississippi.

E. P. FOURNIQUET et al.
vs.
JOHN PERKINS. } Circuit court U. S., in chancery.

Proceedings in the southern district chancery court, held at Mississippi city, in the county of Harrison, and State of Mississippi, for the counties of Jackson, Harrison, Green, Hancock, and Perry, on the second Monday in August, being the ninth day of said month, in the year of our Lord one thousand eight hundred and forty-seven; the honorable James M. Smiley, vice chancellor of the southern district of the State of Mississippi solely presiding; Thomas A. Hestor, sheriff; and A. W. Richards, clerk; personally came and appeared in open court David Mayes, W. A. Champlin, John Henderson, J. C. Mount, J. L. Lemly, L. W. Hurst, Thomas White, and R. Seal, who were sworn in open court as attorneys and counsellors at law of this court; Daniel Mayes, esq., presented to this court a license from William L. Sharkey, chief justice of the high court of errors and appeals of the State of Mississippi, to Robert N. Ogden, authorizing him to practise as an attorney and counsellor at law in the several courts of law and equity in this State, dated the 7th day of August, 1847, and moved that he be admitted to take the oath prescribed by law; whereupon the

said R. N. Ogden appeared in open court, and was sworn as an attorney and counsellor at law of this court.

Petition.

EDWARD P. FOURNIQUET and Harriet J., his wife, and Martin W. Ewing and Ann S., his wife,
vs.
JOHN PERKINS.

In the southern district chancery court, of the State of Mississippi, at the August term, 1847.

To the honorable James M. Smiley, vice chancellor of the State of Mississippi, for the southern district, the petition of John Perkins, defendant in the above entitled suit, humbly showeth, that he is a citizen resident of the State of Louisiana, as is shown by the complainants' bill, and he is ready to verify by proofs; and that the matter in dispute in this suit exceeds the sum or value of five hundred dollars, as is also shown by said bill; and he prays that this cause may be removed for trial into the next circuit court of the United States, to be held at Jackson, in the district of Mississippi, on the first Monday of November next; and he hereby offers to furnish good and sufficient surety, in such sum as your honor may direct, for his entering in said circuit court on the first day of its next session, or sooner, copies of the process against him in this suit, and his appearance. And your petitioner, as in duty, &c.

R. N. OGDEN,
Solicitor and att'y for defendant JOHN PERKINS.

Filed in open court, August 9th, 1847.
A. W. RICHARDS, *Clerk.*

EDWARD P. FOURNIQUET & Harriet J. Fourniquet, his wife, & Martin W. Ewing & Ann S. Ewing, his wife,
vs.
JOHN PERKINS.

In the southern district chancery court, of the State of Mississippi, at the August term, A. D. 1847.

In this case the defendant, John Perkins, having, at the time of entering his appearance in this court, filed his petition, praying for the removal of this cause for trial into the circuit court of the United States, for the district of Mississippi, and offered his bond, with R. N. Ogden and W. H. Teguarden as his sureties for entering in said court on the first day of its next session, viz., the first Monday of November next, copies of the process against him in this suit, and his appearance in said circuit court, it is, on motion of defendant, by his attorney and

solicitor, R. N. Ogden, ordered by the court, that the amount of said bond be fixed at the sum of five hundred dollars, and that the sureties affixed be approved and accepted, and that this cause be removed into the said circuit court; and that all proceedings be copied and certified by the clerk.

Bond.

Know all men by these presents, that John Perkins, as principal, and Robert N. Ogden and William H. Tegarden, as his sureties, are held bound in favor of Edward P. Fourniquet and Harriet J. Fourniquet, his wife, and of Martin W. Ewing and Ann S. Ewing, his wife, in the sum of five hundred dollars, the payment of which to them, their heirs, executors, administrators, and assigns, shall be well and truly made by us, our heirs, executors, and administrators. Whereas on this day, the ninth day of August, 1847, the said John Perkins presented his petition to the honorable the southern district chancery court of the State of Mississippi, sitting at Mississippi city, praying that a certain suit in chancery therein pending, in which said Fourniquet and wife and said Ewing and wife are complainants, and the said John Perkins is defendant, may be removed for trial to the circuit court of the United States, for the district of Mississippi, to be holden at Jackson, in the State of Mississippi, on the first Monday of November next, and has obtained from said court an order granting said prayer on the execution and filing of this bond—

Now, therefore, the condition of this bond is such, that if the said John Perkins shall, in the said circuit, on or before the first day of its next session, [answer] copies of the process against him in this suit, and his appearance there, then, and in that case, this bond shall be void, and otherwise it shall remain in full force and virtue in law.

Witness our hand and seals, at Mississippi city, on this day of August, A. D. 1847.

JOHN PERKINS, [L. S.]
By R. N. OGDEN, his agent.
As security { R. N. OGDEN, [L. S.]
WM. H. TEGARDEN. [L. S.]

Filed in open court, August 9th, 1847.

A. W. RICHARDS.

EDWARD P. FOURNIQUET & Harriet J. Fourniquet, his wife, & Martin W. Ewing & Ann S. Ewing, his wife,
vs.
JOHN PERKINS.

In the southern district chancery court, of the State of Mississippi, at the August term thereof, A. D. 1847.

To the honorable James M. Smiley, vice chancellor of the State of Mississippi, for the southern district.

Your orators, Edward P. Fourniquet and Harriet J. Fourniquet *J.*

Fourniquet, his wife, Martin W. Ewing and Ann S. Ewing, his wife, citizens of the State of Mississippi, as heirs of their mother, Mrs. Mary Perkins, and of their deceased brother, Benjamin Silas Bynum, humbly complaining, shows to your honor that John Perkins, then and now a citizen of the State of Louisiana, but at present temporarily within this State, on the 12th day of August, A. D. 1818, in the parish of Concordia, and State of Louisiana, intermarried with Mrs. Mary Bynum, (widow of Benjamin Bynum,) the mother of your orators, Harriet J. and Ann S.

Your orators show that, at the date of the marriage aforesaid, the defendant and his wife were both citizens of the State of Louisiana, and continued their residence in the said State for a length of time thereafter; but your orators charge, and so the facts are, that the said John Perkins, under the alleged pretence of obtaining a more healthy location for his family, and still retaining his legal and political domicil in Louisiana, about the year 1818 or 1819, removed his family to the vicinity of the city of Natchez, in this State, where he laid out and expended large sums of money in acquiring property and making permanent improvements, to an amount equal to the sum of thirty-three thousand dollars, or thereabouts, as follows: for the purchase of a piece of land from Arthur Mahan, on the 30th October, A. D. 1818, containing 100 acres, more or less, for the sum of nine thousand nine hundred and twenty-six dollars, $9,926, of which sum the defendant paid, on the 1st of February, 1819, two thousand dollars, $2,000; 2d June, 1821, two thousand dollars, $2,000; and June, 1822, two thousand dollars, making the sum total of eight thousand dollars, $8,000; as will more fully appear, reference being had to the mortgage of Perkins and wife to Mahan, marked A, which will be made an exhibit at the hearing of this cause.

Your orators further show that the defendant erected upon the said land an expensive residence, called the Briars, at a cost of twenty-five thousand dollars, $25,000, as your orators are informed and believe. In addition to the foregoing outlay the defendant purchased from Elihu Hall Bay, on the 5th January, 1819, 2,100 acres of land in Claiborne county, Mississippi, for the sum of five thousand dollars, $5,000. Also on the —— day of March, 1824, purchased from Sugar Turner 500 acres of land in the same county, for the sum of one thousand dollars, $1,000. Also on the 3d of March, 1823, the defendant purchased from William S. Parker and wife a lot of ground in the city of Natchez, for the sum of six hundred dollars, $600; all of which produces the aggregate sum of thirty-nine thousand six hundred dollars, $39,600, or thereabouts, invested by him during the continuance of the coverture aforesaid.

Your orators show that the marriage of defendant with your orators' mother was dissolved by the death of Mrs. Perkins on the 12th of August, 1824, and that at the dissolution of the marriage the aforesaid property remained with the defendant, and that he has since disposed of the same, or a great part thereof, and has appropriated the proceeds

to his own use and benefit, utterly denying that your orators and their co-heirs have any interest in the sums of money so invested by him.

Your orators, as they are advised and believe, further show that defendant had no productive property or available means in this State which enabled him to purchase the property aforesaid, but that the money paid by him for said property was derived from a large cotton estate possessed by him, and situated in the parish of Concordia and State of Louisiana, the proceeds of which by the rights of marriage and the laws of said State *secured* to the use of said Perkins and wife, jointly; that by reason of the defendant's marriage with your orators' mother in the State of Louisiana, and the productive property of the spouses having remained there, and having been administered, a community of acquests and gains, (as understood by the laws of the State of Louisiana, existed between the spouses,) and that defendant, upon the death of his wife, became liable to her heirs for one-half of all the profits made and the property acquired during the continuance of the marriage; and your orators charge, that for that portion of the proceeds of the Louisiana plantation withdrawn from that State in money, and invested in this State in property, the defendant acted in the said investment as trustee for your orators and their co-heirs, and that he [is] liable to them on their election, which election they now make, for their respective shares in cash, with lawful interest thereon of 8 per cent. per annum, from the dissolution of the community in August, 1824, until the coming in of the report. Your orators might have believed that the just and proper motive of improving the health and comfort of his family was that only which actuated the defendant, Perkins, in his expenditure for his house establishment in this State; and said Perkins showed a willingness that the money so invested should continue and so abide the equitable right of your orators' mother as the same attached to the partnership capital from which it was drawn; but that said Perkins has heretofore refused and denied, and pretends he has obtained legal advantage by the transfers and investments aforesaid wholly incompatible with a fair and honorable motive, and still persists in claiming, in that by virtue thereof the property of said investment has become solely and exclusively his own; but your orators show that all said investments aforesaid in landed estate, other than that of his known establishment at Natchez, has no proper result whatever in promoting the comfort of the family; and from the conduct and attitude since assumed by said Perkins in relation to all said investments, your orators are bound to believe, and so charge the truth to be, that the object of said defendant in said investment was to give himself unjust advantage over his wife's interest therein, and to cheat and defraud her and her heirs of their just proportion in the capital so invest*ment* in abuse of the trust confided to him as head of the marital community.

Your orators represent that at the death of Mrs. Perkins there were living four children by the first husband, Benjamin Bynum, and three children by her marriage with the defendant, of whom three Bynum's children and two Perkins's children still survive; that since the death of

2153.

Mrs. Perkins, one of the Perkins children, viz., Sarah Henrietta, and one of the Bynum children, viz., Benjamin Silas Bynum, have died unmarried and without children, leaving all their rights of inheritance to be disposed of by the law. They charge that their mother, Mary Perkins, was entitled to one-half of all the money invested by defendant as aforesaid, and that the three children by Perkins, and her four children by Bynum, were all equally interested as her heirs to her half of said investment. They charge, also, that Mary E. Eskridge, late Bynum, and John Perkins, and William Perkins all adults, and coheirs with these complainants, do not concur with complainants in the institution of this suit, and for that cause are not made parties thereto; that your oratrixes, Harriet Fourniquet and Ann S. Ewing, each represent for themselves as one-seventh share, and each one-third of a seventh of the share of their deceased brother, Benjamin Silas Bynum, as being two of the three heirs at law representing his estate, and for all such rights and interests your orators now sue.

Your orators show that all the foregoing claims, besides others wholly unknown to them, but as they verily believe well known to the said defendant, they are justly entitled to recover by virtue of their rights aforesaid, and which they had well hoped the said Perkins would have made full disclosure and full settlement of with your orators without recourse to law, as he was reasonably bound, and has been often requested to do; but now, so it is, the said Perkins, fraudulently contriving by virtue of false pretences, drafts, and stratagems, to injure and oppress your orators, and to conceal and withhold from them their rights, sometimes contends that he has fully paid and satisfied your orators for all their respective shares derived by them from the estate of their mother; and at other times pretending that by virtue of the investments of the proceeds of the Louisiana estate, the State of Mississippi as aforesaid, your orators have lost all legal right or property in the same, or the amount of money so invested in fraud of the rights of his wife; but more particularly does the said Perkins pretend that certain receipts and releases obtained by the defendant from your orators have settled and so satisfied said demand upon him, and foreclose your orators from further redress in the premises. But in reference to the said receipts your orators represent that they were obtained by the fraud, concealment, and circumvention of the defendant, and your orators most solemnly declare that the matters and things in this bill set forth were not accounted by the defendant to your orators at their execution of the said receipts, nor at any time previous or subsequent thereto, but the same was concealed and kept back by said defendant and never yet accounted for; and should said defendant interpose any receipt or receipts of either your orators in any form of bar to their recovery herein, then your orators require and demand that said defendant shall produce the account and the items thereof as rendered by him when such receipts were given, and for which they were obtained.

And your orators further show that as to the receipts of Fourniquet and wife it is null and void, for this, to wit: That the said Harriet

Bynum, now Harriet Fourniquet, was born on the 14th of January, 1814, and the receipt above referred to was executed when your oratrix, Harriet, was minor, and under 20 years of age, and because executed as a release under seal by a feme covert to divest and conclude her separate and sole estate without an acknowledgment thereof before a proper officer, separate and apart from her husband; wherefore your orators, thus affirming their claims as aforesaid, protest against the pretences of the defendant; all of which, with the actings and doings of the said defendant, tend to the manifest injury and oppression of your orators; and forasmuch as they are without adequate relief at law, and can only be fully relieved in a court of equity where matters of trust are particularly cognizable, therefore, may it please your honor to award to your orators the writ of subpœna, directed to the defendant, commanding him to be and appear at the next August term of this honorable court, to be holden at Mississippi city, in the county of Harrison, at the court-house thereof, on the second Monday, A. D. 1847, there to be, and render and abide by the further orders and decrees of this court in the premises; and that the said defendant may, upon his corporal oath, full, true, and perfect answers make, to all the matters and things herein alleged against him as fully as if herein again set forth, and he specially interrogated in relation thereto; and that he may distinctly set forth and answer the following questions:

1st. Did you or did you not, on the 12th of August, A. D. 1818, intermarry with Mrs. Mary Bynum, widow of Benjamin Bynum, and mother of complainants, Ann S. Ewing and Harriet J. Fourniquet?

2d. Was or was not said marriage solemnized in the parish of Concordia, and State of Louisiana? Were you or not, at the time of said marriage, both citizens of Louisiana?

3d. How many children had your wife by her first husband, Benjamin Bynum, and how many by her marriage with you? State their names and ages, and when and where they died, and whether they were married or single when they died; and also whether all or any of them left any children.

4th. Was or not Harriet Bynum, now Fourniquet, born on the 14th January, 1814? When was Benjamin Silas Bynum born; when did he die?

5th. Did you or not purchase from Arthur Mahon and wife the tract of land as in this bill set forth, and pay for the same on or about the time specified the sums as specified?

6th. Did you or not erect on the said land an expensive residence, called the Briars; how much did the said residence cost you? In answering this question, include the building of the house, the levelling of the grounds, the fencing, clearing, and all the other expenses incurred by you in completing the said residence.

7th. Did you or not purchase from Elihu Hall Bay, on the 5th January, 1819, the tract of land as in this bill set forth, and pay for the same the sum of $5,000?

8th. Did you or not purchase from Sugar Turner, in the month of

March, 1824, for the sum of $1,000, the tract of land as in this bill set forth?

9th. Did you or not purchase from W. S. Parker and wife the lot of land as in this bill set forth, and pay therefor the sum of $600?

10th. When did you first occupy the Briars with your family?

11th. Did or did not Mrs. Perkins die on the 18th August, 1824?

And your orator prays process of subpœna against said defendant, commanding him to appear at the August term of this honorable court, to be held at the court-house at Mississippi city, in the county of Harrison, the second Monday of August, A. D. 1847, and to render his answer under the rules of court, and all due penalties of the law; and the premises considered, that your honor will decree that the defendant shall account with your orators according to the premises set forth; and that he pay to your orators the amount resulting, with interest of 8 per cent. per annum, from the death of their mother, on the 18th August, 1824; and that your honor will grant your orators all such other and further relief as their cause shall warrant, and equity shall seem meet. And, as in duty bound, your orator will ever pray, &c.

JOHN HENDERSON,
Complainants' solicitor.

Filed June 2, 1847. A. W. RICHARDS, *Clerk.*

Copy of answer.

EDWARD P. FOURNIQUET and HARRIET, his wife, and MARTIN W. EWING and ANN S., his wife,
vs.
JOHN PERKINS.

In the United States circuit court, for the southern district of Mississippi. In chancery, to November term, A. D. 1847.

And the said defendant, John Perkins, who is a citizen of the State of Louisiana, reserving to himself the benefit of all exceptions, &c., in answer to so much and such parts of said bill as he is advised it is material for him to answer to, answering, saith: That true it is this respondent intermarried with Mary Bynum, widow of Benjamin Bynum, the mother of the complainants, Harriet and Ann. The marriage took place in the State of Louisiana, on the 12th day of August, in the year 1818, this respondent and said Mary being at that time residents of that State; respondent states the fact to be, that shortly after the said marriage, and before the termination of the said year 1818, respondent removed with his said wife to the State of Mississippi, and that they had their civil domicil within said State of Mississippi for and during the whole term of their matrimonial connexion, which terminated with the decease of the said Mary, on or about the 12th day of August, 1824. Respondent retained some political rights in Louisiana after his removal with his family to the State of Mississippi, until the 8th day of June, 1821; but states the fact to be, that his civil domicil

was changed as aforesaid the year of the marriage, and that such change took place not only voluntarily upon the part of his said wife Mary, but in fact in pursuance of an understanding had between them before marriage, with a view of obtaining a more healthy residence and greater facilities for educating her children of the Bynum family; by reason of this domicil being in the State of Mississippi, respondent has always acted under the belief, and now submits to the court *his* way of defence to the claims of complainants that there was no community of acquests and gains of property lying [in] Louisiana between respondent and his said wife Mary, under the law of Louisiana; respondent further submits, by way of defence, that there is no such law of community in Mississippi; further, that if, as alleged in said bill, the domicil was not changed, still this respondent, as head of said marital community, is, under the law of Louisiana, entitled to the absolute disposal of the acquests and gains of any and all property there held in community, without liability to account for the same to the wife or her legal representatives. Respondent, further answering, denies the fact that his investments in the State of Mississippi, or any portion thereof, recited in the said bill, were made with moneys to which the said Mary has any title, legal or equitable, whatever, under the laws of either of the States, Louisiana or Mississippi. Respondent denies the truth of the allegation that he had no productive property or available means in the State of Mississippi which enabled him to purchase the property aforesaid. But respondent will be prepared to show his resources, as far as the same can be done at this late day, if these complainants are entitled to such discovery, when the court shall have considered the matters of defence previously set up in this answer. Respondent positively denies that any investments were ever made by him in this State with [the] object of acquiring unjust advantage over his wife's interest, or cheating and defrauding her or her heirs in any manner, or out [of] any property whatever. Respondent, further answering by way of defence to said bill, states, that whatever is claimed by said bill, is claimed as a personal debt due from respondent to the estate of said Mary, as will be seen by reference to said bill; and your respondent submits that for such a claim he is answerable to the legally appointed executor or administrator who may be authorized by the laws of Mississippi to collect and administer said estate within said State, and to no other party whomsoever, either in law or equity. Respondent, further answering, states, that he has been fully released and discharged by said complainants from all claims on account of the estate of the father and mother of said Harriet and Ann, by former releases executed by said parties, which are herewith exhibited, marked exhibit No.

. Your respondent relies upon said releases as if formally pleaded in bar. Respondent distinctly denies that said instruments were obtained by fraud or concealment of any facts whatever; and respondent states the fact to be, that his movements in the State of Mississippi were as well known to complainants at the date of said instruments, as at the present time. Respondent answers the special interrogatories as follows, viz:

1st. I did so intermarry.

2d. The marriage was solemnized in the parish of Concordia, in the State of Louisiana, of which we were both citizens.

3d. I always understood there were six children, viz: Nancy, Benjamin, Mary, Henry, Harriet, and Francis. I have no record of their ages. Mrs. Ewing I believe to be upwards of 40; Benjamin died in his 23d year; Mary, now Mrs. Eskridge, next in age; then Henry, Harriet, and Francis. Henry died in Louisiana, on Lake Concordia, in 1817; and Francis at the cottage, then defendant's residence, near Natchez. Benjamin died at his residence in Claiborne county, Mississippi, unmarried. Mrs. Perkins had three children after her marriage with respondent, viz., John, William, and Sarah. The latter died an infant, in 1825, in the State of Kentucky, after the death of Mrs. Perkins, and when respondent was there with his family.

4th. Respondent has no family record to show the fact that the complainant, Harriet, was born on the 14th Jan'y, 1814; her sisters say that was her birth day.

5th. I did.

6th. Respondent did erect on the land a handsome residence. It was the work of ten or more years' labor, commenced in 1820 or 1821, and finished, some years after the death of Mrs. Perkins, by hiring labor by the month; principally during that time, however, particularly the sickly months of July, August, and September, and October, in the dead of winter, the work was usually suspended. Respondent has no account, and never kept any, of the cost of the buildings and improvements. It was finished in suitable style for the accommodation of his family in ; and after the marriage of his youngest stepdaughter, the complainant Harriet, he sold it.

7th. I did. The British claim conflicted with a Spanish title which I previously held to the same land.

8th. I did, and afterwards made a donation of the same land to the complainant, Fourniquet, for the benefit of his wife, Harriet.

9th. I did purchase a lot of W. L. Parker, but paid only $200 for it.

10th. I moved into the house at the Briars in the spring of 1822. It was in a rough state, and respondent moved into it to be near the men at work on it.

11th. Respondent was not present at the death of Mrs. Perkins. He had gone to Baltimore after her two eldest daughters, one of the complainants, and her next eldest sister. Respondent was informed that she died on the 12th August, 1824.

Respondent, further answering, states that he is advised and submits, that if, as claimed in complainants' bill, the investment[s] in real property in the State of Mississippi were made in whole or in part of moneys belonging to his said wife, that still this respondent is entitled to said property, as a tenant by courtesy, for and during the term of her natural life; and respondent claims the benefit of said defence, as if pleaded in bar to said bill; and respondent having answered, &c.

JOHN PERKINS.

SOUTHERN DISTRICT OF MISSISSIPPI,
Adams county.

Personally before the undersigned, commissioner, &c., appeared John Perkins, the above named respondent, who, being by me duly sworn, says on oath that the matters and things stated as of his own knowledge are true; and so far as stated on the information of others, he believes them to be true.

JOHN PERKINS.

Sworn to and subscribed before me, at Natchez, this 4th day of November, A. D. 1847.

CHA. LACOSTE,
Commiss'r of the U. S. cir. court, So. Dist. Missi.

Copy of interlocutory decree.

Circuit [court] U. S. for the southern district of Mississippi, May term, 1849.

E. P. FOURNIQUET and Harriet J. Fourniquet, his wife, and M. W. Ewing and Ann S. Ewing, his wife,
vs.
JOHN PERKINS.
} 158. In chancery.

And now, at this term, the above entitled cause came on for final hearing, before the honorable Samuel J. Gholson, judge of the United States district court, for the State of Mississippi, and ex officio holding pleas in the said circuit court of the United States, sitting as chancellor.

And the said cause having been fully argued on both sides, and the court, the said Samuel J. Gholson presiding as aforesaid, being now sufficiently advised in the premises, doth order, adjudge, and decree, that a partnership of acquests and gains, known as the marital community, did exist in the State of Louisiana, between the defendant herein and his former wife, the mother of the complainants, Ann S. and Harriet J., beginning 12th August, 1818, and terminating, by death of defendant's said wife, on the 12th August, 1824; that the productive resources of said community were wholly situated in said State of Louisiana; and that, during the subsistence of said partnership, the defendant, as head of the community, did invest from the community funds and acquests accruing in the State of Louisiana, large sums of money in the purchase of real estate and the improvement thereof in the State of Mississippi, and obtained titles thereof in his own name, and which real estate was so held by him at the dissolution of the community on 12th Aug't, 1824, and a great part of which has been sold by him since that date. It is therefore referred to William H. Brown, a master in chancery, to take and state an account against said defendant, for all the several sums of money so invested by said defendant in the purchase of lands, and for permanent improvements thereon, in the State of Mississippi, during the continuance of the partnership between

the spouses from 12th August, 1818, to 12th August, 1824, and to the extent which said property was subsisting and held in right of such purchases, at the dissolution of the community on the 12th Aug't, 1824.

2d. That said master doth ascertain and report at what time or times, and at what prices, the said defendant sold said real estate, since the dissolution of the community, and how much of the same he still retains in his own name.

3d. That the master, in stating said account against defendant, shall charge defendant with the aggregate amount of said investment as of date 13th Aug't, 1824, and on the half part of said sum; and from that date will compute interest at the rate of 8 per centum per annum up to the time of coming in of the said report.

4th. That from the gross amount, so resulting as last aforesaid the master shall state and show the proportionate amount which two sevenths and two thirds of one seventh will produce, as being the amount and proportion which complainants claim.

5th. That said master will take such further testimony in the cause as may be necessary to the completion of this account, according to this decree, and report the same in writing; and that in all things he govern himself by the rules prescribed in like cases of account, and of his actings and doings in the premises make due report to this court with all convenient speed.

It is further ordered, that all other matters involved in this suit, and not herein adjudged, be reserved for final decree, after the coming of the report hereby directed.

(Sig'd) S. J. GHOLSON.

Copy of report of W. H. Brown, master in chancery.

United States of America, southern district of Mississippi, circuit court.

EDWARD P. FOURNIQUET and Harriet, his wife, Martin W. Ewing and Ann, his wife, complainants,
vs.
JOHN PERKINS, defendant.
} 158. In chancery.

To the honorable the circuit court of the United States, for the ninth circuit and southern district of Mississippi.

William H. Brown, the master appointed by this honorable court to state an account between the parties to the above stated cause, under and by virtue of a decree rendered therein on the 22d day of May, A. D. 1849, begs leave to report, that, after a full investigation of said cause according to the terms of the decree, he finds the defendant is indebted to the complainants as follows, viz:

Amount invested in Mississippi by defendant, John Perkins, during the existence of the marital community, to wit:

Purchased from Mahon and wife, of property known as the Briars, amount paid during the marriage - - - - -	$8,000 00
Amount paid for improvements on same - - - -	15,000 00
Purchase of the Elihu Hall Bay tract, in the Lyman mandamus, 2,100 acres - - - - - - - -	5,000 00
Purchase from Shugars Turner of 500 acres of land in the Lyman mandamus - - - - - - - -	1,000 00
	29,000 00
Purchase from Parker and wife of property in the city of Natchez - - - - - - - - - -	200 00
	$29,200 00
One half of said amount of $29,200 is - - - -	$14,600 00
Interest on $14,600, at 8 per cent. per annum, from 13th August, 1824, to 1st of April, 1850, 25 years 7 months and 19th days, is - - - - - -	29,943 00
	$44,543 00
The amount due from the defendant to the complainants is two-sevenths and two-thirds of one-seventh of said amount, = $44,543, making - - - - - - Due 1st April, 1850.	$16,968 76

The master would further report to the honorable court that he finds the dates at, and the amount for, which the aforesaid property was sold, except a small portion of the Briars, to be as follows, to wit:

Deed from Perkins and wife to John Watt, for 50 acres of the Briars property, with the improvements, &c., dated 15th June, 1833 - - - - - - -	$10,000 00
Deed from Perkins and Wife to Geo. Lake, dated 7th March, 1822—600 acres of the Elihu Hall Bay tract, purchase money not entirely paid until 1829 - -	5,000 00
Sale from Perkins to McAlpin, 1,000 acres of the Elihu Hall Bay tract, for the sum of - - - - -	8,000 00

The defendant, Perkins, retains [in] his possession the following described land, to wit: $49\frac{25}{100}$ acres of the Briars property, purchased from Mahon and wife, as above stated. The master is unable to state; from the proof adduced, that the defendant, Perkins, retains in his possession any other property purchased by him in Mississippi during the existence of the marital community. The master begs leave to refer the court to the accompanying document, marked A, for the minutes of the proceedings had and the testimony presented at the taking of the account herein.

Respectfully submitted.

W. H. BROWN, *Clerk,*
And master in chancery, circuit court U. S., so. dist. Missi.
April 1, 1850.

Copy of interlocutory decree.

E. P. FOURNIQUET and WIFE, and Martin W. Ewing and Wife, vs. JOHN PERKINS. } 158. On exceptions to master's report.

The exceptions to master's report having this day come up for hearing before his honor Samuel J. Gholson, exercising circuit court and chancery jurisdiction, and the same having been argued by counsel, and his honor the Chancellor being now sufficiently advised, doth see fit to order, and doth accordingly order, that said report be remanded back to the master, with directions to take testimony, upon proper notice to the parties, for the purpose of ascertaining and reporting to this court the value of the estate near the city of Natchez, referred to in the pleadings, and called the Briars, at the date of the dissolution of the marriage by the death of Mrs. Perkins in 1824, and that said inquiry be conducted in conformity to the rules of this court regulating references to the master, all other questions being reserved until the coming in of said report at the next term.

May 16th, 1850. S. J. GHOLSON.

Copy of report of Wm. H. Brown, master in chancery.

UNITED STATES OF AMERICA,
Southern district of Mississippi.

EDWARD P. FOURNIQUET and HARRIET, his wife, Martin W. Ewing and Ann S., his wife, complainants, vs. JOHN PERKINS, defendant. } 159. In chancery.

To the honorable the circuit court of the United States, for the north circuit and southern district of Mississippi.

Wm. H. Brown, the master to whom the above stated cause was referred, by virtue of a decree rendered by this court at the May term thereof, A. D. 1850, for the purpose of ascertaining and reporting the value of the property known in the pleadings as the Briars, at the date of the dissolution of the marriage, by the death of Mrs. Perkins, in August, 1824, begs leave to report: That, upon a full investigation of the testimony, he finds no reason for altering the report formerly made in this cause as to the amount charged against defendant, Perkins, as the value of the Briars, to wit, $23,000, except as to the amount of $500, proved to have been paid for improvements on said place subsequent to the death of Mrs. Perkins. The master begs leave to refer the court to the accompanying document, marked A, for the minutes of the proceedings had and the testimony presented at the hearing.

Respectfully submitted.

W. H. BROWN,
Master in chancery, circuit court U. S., so. dist. Missi.

Oct. 1st, 1850.

Copy of order confirming master's report.

E. P. FOURNIQUET et al.
vs.
JOHN PERKINS. } 158. In equity.

Ordered by court that the report of Wm. H. Brown, master in chancery in this cause at May term, 1850, be confirmed, and the exceptions thereto overruled. It is further ordered by the court that the report of said master to the present term be also confirmed, except as to the sum of $500, allowed for improvements on Briars in 1828. It is further ordered by the court that Wm. H. Brown, the master, &c., in said cause, be allowed the sum of fifty dollars, as a compensation for his report made at the present term, to be paid by defendant, John Perkins, within 60 days.

Copy of final decree.

E. P. FOURNIQUET and HARRIET J. FOURNIQUET, his wife, Martin W. Ewing and Ann S. Ewing, his wife,
vs.
JOHN PERKINS. } In chancery—final decree.

The report of Wm. H. Brown, master in chancery, made in the above stated case, and filed herein on the 3d day of April, A. D. 1850, having been confirmed on the former day of this term, and the report of said master, made herein and filed on the first day of October, A. D. 1850, having also been confirmed on a former day of this term, except as to the said sum of five hundred dollars, therein stated as having been paid by defendant subsequent to the death of Mrs. Perkins, wife of said defendant: It is now thereupon further ordered, adjudged, and decreed, that the said complainants, the said Harriet J. Fourniquet, together with the said Edward P. Fourniquet, in right of his said wife, but to her sole and separate use; and the said Ann S. Ewing, together with the said Martin W. Ewing, in right of his said wife, but to her sole and separate use, do have and recover of the said defendant, John Perkins, the amount stated in said first named report, to wit, the sum of sixteen thousand nine hundred and sixty-eight dollars and seventy-six cents, ($16,968 76,) to be paid to the said complainants by the said defendant within thirty days hereafter, together with the interest thereon, at the rate of eight per cent. per annum, from first day of April, A. D. 1850; or, in default thereof, that said complainants have execution therefor. It is further ordered, adjudged, and decreed, that said complainants do recover of the defendant all their costs hereby in this suit incurred, and herein to be taxed.

S. J. GHOLSON.

November 20th, 1850.

Copy of order of appeal.

From which decision the defendant, John Perkins, prays an appeal to the Supreme Court of the United States, which is granted upon their giving bond conditioned according to law.

United States of America, southern district of Mississippi, circuit court United States.

I, William H. Brown, clerk of said circuit court, do hereby certify, that the foregoing twenty-nine pages contain full, true, and complete copies of the bill, answer, interlocutory decrees, master's reports, and orders thereupon had, and final decree, and order granting appeal in the case of E. P. Fourniquet et Ux. et al. vs. John Perkins, as the same remain of record in my office.

In testimony whereof I have hereunto set my hand, and affixed the seal of said court, at Jackson, this 6th day of January, A. D. [L. S.] 1851, and of the independence of the United States the 75th.

W. H. BROWN, *Clerk.*

United States of America, southern district of Mississippi, circuit court United States.

I, Samuel J. Gholson, presiding judge of said court, do hereby certify, that William H. Brown, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, clerk of said circuit court, and that his attestation is in due form of law.

Given under my hand and seal, this sixth day of January, A. D. 1851.

S. J. GHOLSON. [L. S.]

Mortgage of Perkins to A. & S. Fisk & Co.

This indenture, made this fourth day of May, in the year of our Lord one thousand eight hundred and twenty-two, between John Perkins, of the county of Adams, and State of Mississippi, of the one part, and Alvarez Fisk, Lewis Lessassier and Stebbins Fisk, composing the firm of A. & S. Fisk & Co., merchants, New Orleans, of the other part. Whereas the said John Perkins stands bound and indebted to the said A. & S. Fisk & Co. in the sum of four thousand dollars, by his written obligation or promissory note bearing even date herewith, due and payable to the said A. & S. Fisk & Co., or order, on or before the fourth day of May, in the year of our Lord one thousand eight hundred and twenty-five, with ten per cent. interest from the date of said note, relation being had to said note will more fully appear.

Now, this indenture witnesseth, that the said John Perkins, for and in consideration of the aforesaid sum of money, and for the better securing the payment thereof to the said A. & S. Fisk & Co., and their heirs, executors, and administrators, and with ten per centum interest until paid, as of the further sum of one dollar to him in hand paid by the said A. & S. Fisk & Co., at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, convey, and confirm, unto the said A. & S. Fisk & Co., their heirs and assigns, all that tract of land situate,

lying, and being in the county of Adams, and State of Mississippi, on the river Mississippi, about one mile below the old Spanish fort Panmura, in the city of Natchez, containing ninety-nine and twenty-six hundredths of an acre, being the same piece or parcel of land conveyed by Arthur Mahan and wife to the said John Perkins, by deed of conveyance bearing date the thirteenth day of October, in the year of our Lord one thousand eight hundred and eighteen, as by reference to said deed of conveyance, on record in the county of Adams, in book K, p. 232 of records of deeds, will more fully and at large appear.

To have and to hold the said tract of land, and every part and parcel thereof, with the appurtenances thereunto belonging, unto the said A. & S. Fisk & Co., their heirs and assigns, forever, and to and for no other use, intent, or purpose whatsoever: Provided, always, and it is the true intent and meaning of these presents, that if the said John Perkins, his heirs, executors, or administrators, the aforesaid claim of four thousand dollars, [will pay,] on the day and at the time herein before mentioned and appointed for the payment thereof, according to the tenor and effect of the said writing obligation or promissory note before in part recited, without any fraud or further delay, and without any deduction, defalcation, or abatement whatsoever, to be made of any thing, for or in respect of any taxes, charges, or assessments whatsoever, then and from thenceforth this present indenture, and the estate hereby granted, and the said writing, obligation, or promissory note, shall cease, determine, and become absolutely null and void, to all intents and purposes, any thing herein contained to the contrary notwithstanding.

In witness whereof the said John Perkins hath hereunto set his hand and seal, the day and year first above written.

[Signatures erased.]

Signed, sealed, and delivered, in the presence of—
T. C. Hembrow,
Henrietta Perkins.

Endorsed across the face: Natchez, May 6th, 1825, I acknowledge to have received full satisfaction for, and on account of, the annexed mortgage, as per duplicate receipt of this day, on the record book M, page 302, for and in behalf of A. & S. Fisk & Co.

ALVAREZ FISK.

State of Mississippi, *Adams county, ss.*

Personally appeared before me, Elijah Smith, a justice of quorum in and for said county, John Perkins and Mary his wife, the above named grantors, and acknowledged that they signed, sealed, and delivered the foregoing deed, as their voluntary act, for the uses and purposes therein mentioned; and the said Mary Perkins being examined separate and apart, acknowledged that she executed the same freely, and without any fear, threats, or compulsion of her husband.

Given under my hand and seal, this 15th May, 1822.

ELIJAH SMITH. [L. S.]

I certify that the foregoing and within deed of mortgage was received into my office to be recorded, on the 25th day of July, 1822.

WOODSON WREN, *Clerk.*

STATE OF MISSISSIPPI, *Adams county, ss.*

I, Woodson Wren, clerk of said county, certify, that the foregoing deed of mortgage, and annexed certificates, have been duly recorded in my office, in book M, page 301, of the record of deeds.

Given under my hand and seal of office, at the city of Natchez, this 3d day of August, 1822.

[L. S.]

WOODSON WREN, *Clerk.*

Endorsed: Paid, 1825, $2,200. Offered by defendant, and received without objection, March 11th, 1851; voucher 44.

W. M. RANDOLPH.

1268, filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Testimony of W. E. Griffith.

FOURNIQUET et als. vs. JOHN PERKINS. } In chancery.

Testimony on behalf of defendant, taken before me this 17th March, 1851.

About the 8th or 10th of August is the period of the year at which cotton picking commences in the neighborhood of Natchez. This is about the average; it is sometimes earlier and sometimes later, depending upon the spring. I am twenty-four years of age.

W. E. GRIFFITH.

Sworn to and subscribed before me, the day above.

W. M. RANDOLPH,
Master in ch'y.

Endorsed: March 17th, 1851, filed for defendant.

W. M. R., *M. in ch'y.*

1268, filed with master's report, June 16th, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Extracts from defendant's book.

12. Lake Concordia plantation, Dr.

To cash paid W. Hadden, for expenses on 30 head of cattle to Lake Concordia, this day sent or started $5 00

January 5th, 1825, arrived with Mr. Metcalf three plasterers, 7,500 bricks. 12th January, purchased 808 bushels of corn.

Endorsed: Offered by defendant, and received without objection, March 17, 1851.

W. M. RANDOLPH, *M. in ch'y.*

1268, filed with master's report, June 16th, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Application of defendant to have a certain credit entered.

E. P. FOURNIQUET and Wife, and Martin W. Ewing and Wife,
vs.
JOHN PERKINS.

Before William M. Randolph and L. Hunton, esqrs., as masters in chancery.

The defendant now craves leave to have added to the credits set down in the account heretofore filed by him, the proceeds of the crop grown on his plantation in the year 1818, and proven by the testimony of Mr. Fisk, and account of sales filed, to have sold for the sum of $10,422 58, and to which he is entitled to credit, as received during the marriage from his separate resources, and ordered to be credited in the 7th direction of the court.

A. N. OGDEN,
Sol. for defendant.

Endorsed: Filed March 20th, 1851.

W. M. R., *Master in ch'y.*

This application is made ex parte. W. M. R.

Filed with master's report, 16th June, 1851.

J. W. GURLEY, *Clerk,*
By W. CORNELIUS, *D. C.*

Deposition of Mrs. Eskridge, offered by defendant before the masters, and filed with the master's report, 16th June, A. D. 1851.

E. P. FOURNIQUET and Wife
vs.
JOHN PERKINS.

In the probate court of the parish of Concordia, State of Louisiana.

Interrogatories to be propounded to Mrs. Mary C. Eskridge, a witness, on behalf of defendant, residing temporarily in the parish of Madison, State of Louisiana, whose testimony will be used in evidence on the trial of this cause.

1. Are you one of the children of Benjamin and Mary Bynum, who were left in the charge of the defendant on the death of his former wife, Mrs. Perkins?

2. Do you recollect at what time the defendant was married to your mother; where did the marriage take place; and where was your mother then residing; how many children did she then have, and what were their names and ages; had your step-father, Judge Perkins, any children or family of his own at the time he married your mother?

3. Did your mother continue to reside in Concordia after her marriage, or did the defendant take her and the family to reside at Natchez, and if so, what was his motives and object in so doing?

4. What were the ages of your sister Harriet and of your brother Benjamin at the death of your father?

5. Please [state] where the said Benjamin and Harriet were in the year 1818; to what schools were they sent during that year; what advantages of education were afforded them during that year; in what manner were they clothed and maintained by the defendant; what expenses were incurred on their account by the defendant; what care and attention was bestowed on them personally by the defendant, and what were their whole expenses during that year, as far as you know; please answer the same question as to each and every year after that, until the marriage of your sister with Mr. Fourniquet, and as to your brother up to the period of his majority.

6. In what year did your brother, Benjamin Bynum, die; had he then attained the age of majority; was he or not always entirely satisfied himself with the manner in which the defendant had managed his estate and discharged the duties of his guardian?

7. If you have not already, in the answer to the fifth interrogatory, stated any thing respecting the expenses incurred by the defendant in taking the said Harriet and Benjamin to the north, and placing them at school, you will now please say whether there were one or both of them sent to the north; at what time they were taken there, and how long they remained; and what, as far as you know, were the expenses incurred by the defendant during the time of their going there, remaining there, and returning home.

8. Please state how the defendant discharged his duties as guardian to the children of his former wife, particularly to Harriet and Benjamin Bynum; was he always kind and affectionate and attentive to all their wants or otherwise; and when your brother Benjamin returned from college, and up to the time of his death, what were the relations between him and the defendant; did he or not always evince the strongest regard and esteem for the defendant and confidence in him?

9. If you know any thing further that would materially benefit the defendant, please state the same as fully and particularly as if interrogated thereto.

10. Was your late husband, Judge Eskridge, satisfied, or was he dissatisfied, with the accounts of administration which were rendered by the defendant and his management of the estates of your father and mother; what were the relations of friendship and intimacy existing between them up to the period of Judge Eskridge's death; and did he

or not make some expression of confidence and regard towards the defendant in his will, and please state what it was.

11. Was or not the plantation on Lake Concordia where your mother resided when she married the defendant, a very sickly place; were there or not several deaths among the negroes in 1818 and 1819; and did not your father and your uncle, Francis Bynum, die on that plantation in 1815 or 1816; and your brother Henry also in 1817; and was not your brother Francis taken sick on that plantation in 1819, while the defendant and your mother were temporarily there, and was it not a very serious illness?

12. Have you any knowledge of the description of negroes left by your father; were they an able bodied, strong, and efficient set of negroes, or were they a weak, *efficient* gang?

13. Do you know whether the plaintiffs are now, or have been ever, in the possession of any of the negroes which were embraced in the inventories of your father's estate and your mother's estate? If so, please state the names and ages of the negroes, when they came in possession of them, and whether they are the same which were allotted to them on a partition among the heirs, which was made by the parish judge of Concordia.

A. N. OGDEN,
Attorney for defendant.

Endorsed: "Filed 23d December, 1839."

G. W. KEETON,
Parish judge.

Cross interrogatories.

E. P. FOURNIQUET and Wife
vs.
JOHN PERKINS.

In the probate court of the parish of Concordia, Louisiana.

Cross interrogatories to be propounded to Mrs. Mary C. Eskridge, residing in the county of Claiborne, State of Mississippi, and now in the county of Yazoo, same State; when answered to be read in evidence on the trial of this cause.

1. As one of the children of Benjamin and Mary Ann Bynum, do you or not know that your father emigrated from the State of South Carolina to Louisiana, about the year 1811; do you *now* know that your father brought with him from South Carolina a number of negroes?

2. Do you not know that the 46 negroes mentioned in the inventory of your father's estate, taken on the 8th of February, 1816, were the same negroes, with their increase, which were brought to Louisiana by Mr. Bynum, and which remained in his possession up to the time of his death?

3. Do you or not know that your mother, during the widowhood, that is, from the 6th November, 1815, until the 12th August, 1818,

purchased and paid for 12 negroes, and inherited from her father and brother 7 negroes? If so, please state the names of the negroes purchased and those inherited.

4. Did you or not know, or do you not believe, that the aforesaid negroes, with the land, moveables, and other property belonging to your father and mother, and brothers and sisters, passed into the possession and management of the defendant after his marriage with your mother?

5. Please state about [the] time in the year 1818 it was when the defendant removed the family from the plantation on the lake to Natchez. Please state the various residences he occupied before he obtained possession of the Briars. Please state, also, about the time he took possession of the Briars; how old your sister Harriet was when she was brought to the city of Natchez; what years, and to whom she went to school; and, in fine, every thing that will throw light upon the history of the family at that early day.

6. In answer to the defendant's 5 and 7 interrogatory, please state if the information you possess in relation to the expenses the defendant incurred in sending Harriet and Benjamin to the north, and placing them at school, has not principally been derived from conversations with the defendant himself. If not from the defendant, was it not from memorandums; if from memorandums, in whose memorandums; if from friends of the family, are not those friends still living, and capable of testifying for the defendant if applied to on the subject?

7. When the defendant removed the family from Lake Concordia to Natchez, and from that time until the time you were sent north to finish your education, were there not some of the Bynum negroes employed about the defendant's establishment; and if so, please state their names, and how long they were so employed; please state, also, if some of the Bynum negroes employed about the defendant's establishment in Mississippi, and not did during the time they were so employed; and if so, please give their names and ages.

8. In relation to the expressions of regard and confidence in the will of your late husband, Judge Eskridge, towards the defendant, referred to in the defendant's 10th interrogatory, please state if the defendant was left one of the executors in said will, or who were the executors named in the said will.

9. If you know any thing further that would materially benefit the plaintiffs, please state the same as fully as if particularly interrogated thereto.

D. S. STACY,
Attorney for petitioners.

"Endorsed:" Filed 23d December, 1840.
G. W. KEETON, *P. Judge.*

STATE OF LOUISIANA,
Parish of Concordia, ss.

Probate court.

I certify that the within and aforegoing interrogatories, with the cross

interrogatories, are true and correct copies of the originals filed in our said court in a suit therein pending, wherein E. P. Fourniquet and wife are plaintiffs, and John Perkins is defendant, and are to be propounded to Mrs. Eskridge.

In testimony of all whereof I have hereto signed my name as judge of said court, and affixed my official seal at Vidalia, this 17th day of February, A. D. 1840.

[SEAL.]

G. W. KEETON, *P. Judge.*

STATE OF LOUISIANA,
Parish of Concordia.

Probate court.

To any judge or justice of the peace in and for the parish of Madison, State of Louisiana, or of the county of Claiborne, State of Mississippi, greeting:

Know ye that, reposing special trust and confidence in your prudence, knowledge, and fidelity, you are hereby nominated and appointed, and by these presents invested, with full power and authority to cause to come before you Mrs. Mary C. Eskridge, residing temporarily in the parish of Madison, Louisiana, and her diligently to examine on her oath or affirmation, touching her knowledge in a certain matter of controversy now pending in the probate court of the State of Louisiana, in and for the parish of Concordia aforesaid, wherein E. P. Fourniquet and wife are plaintiffs, and John Perkins is defendant, which said examination, so taken, is to be read in evidence on the trial of said cause, and which you will also send closed under your hand and seal, directed to the judge of the probate court of the parish of Concordia, with all due speed, together with this commission.

Witness the honorable George W. Keeton, judge of the said court, this 17th day of February, 1840.

[SEAL.]

G. W. KEETON, *P. Judge.*

STATE OF LOUISIANA,
Parish of Concordia.

Probate court.

E. P. FOURNIQUET and WIFE
vs.
JOHN PERKINS.

By virtue of the annexed commission from probate court of the parish of Concordia, and State of Louisiana, to me directed, I have, on this 30th day of March, 1840, caused to come before [me,] at the Long Branch plantation, in the county of Claiborne, and State of Mississippi, Mrs. Mary B. Eskridge, a witness in the above cause, wherein E. P. Fourniquet and wife are plaintiffs, and John Perkins is defendant, who, after being duly sworn on the holy evangelist of Almighty God to depose the truth, the whole truth, and nothing but the truth, in answer to the several annexed interrogatories, deposes and says:

Mrs Mary C. Eskridge being sworn, says:

In answer to the 1st interrogatory. I reply that I am one of the step-children of defendant.

2d. Interrogatory. My mother, Mrs. Mary Bynum, was married to the defendant on the 12th of August, 1818, on Lake Concordia, where she had resided since the death of my father, the late Benjamin Bynum; at the time of her marriage she had five children, viz: Nancy, aged about twelve years; Benjamin, about ten; Harriet, about four; Francis, about two; and myself, about eight years of age. The defendant had no children; his family consisted, I think, only of one sister, although I am not certain that she then resided with him.

3d interrogatory. I have understood that in the course of a few months after the marriage the family removed to the neighborhood of Natchez. I should think the object was health, and the advantages which the family would derive from the change of residence.

4th interrogatory. My brother Benjamin was about eight years of age at the time of my father's death, and sister Harriet about two years old.

5th interrogatory. Benjamin and Harriet were mostly on the plantation during the year 1818; in the latter part of that year they were removed to the neighborhood of Natchez, as above stated, before the marriage of my mother to the defendant. The elder children were instructed by a private teacher; I think he came to us early in the spring of 1818. After the removal of the family this tutor, Dr. Hart, was discontinued, and the older children were *were* sent to school. Sister Harriet was then too young to be sent to school. As to the latter branch of the interrogatory, the children were always genteelly and well clothed, though not expensively; the expenses of their education then could not have been much, Benjamin being then at a plain school suitable to his age. Harriet did not go to school, I think, till 1821. She was then sent to a Mrs. Newell, near Natchez, where she remained about one year; from thence sent to the female academy under the charge of Mrs. Sanderson, where she remained about two years; from thence to Mr. Kinsey's female academy in Natchez, where she remained from three to six months. In the mean time she was sent to dancing school to Mr. Bond in 1825. She was removed by the defendant to Baltimore, and boarded in the family of Dr. James Smith, where she remained about five years, until she completed her education; having received every advantage that could be afforded by the best teachers and instructors of that city. In regard to the expenses of her education, board, &c., from the years 1818 to 1825, I cannot speak with any certainty; but from the time she went to Baltimore until her return, *her return*, her expenses must have been about $500 per annum, as appears by reference to Dr. Smith's account with the defendant. My brother Benjamin received every advantage that could be afforded by the best schools of Natchez from the year 1818 to 1825, when he was removed by the defendant to Kentucky and placed at Transylvania University, where he remained about two years; from thence he was removed to Yale College, New Haven, where he com-

pleted his collegiate course, I think, in about fifteen months; what were the expenses of his education I cannot say with any knowledge or certainty; during this period there was no attention or kindness omitted on the part of the defendant towards his step-children, which feelings of affection and kindness were sincerely reciprocated.

6th interrogatory. My brother, Benjamin, died on his Long Branch plantation, Mi., on the 28th of August, 1830, in the 23d year of his age. I am convinced that my brother was fully satisfied with the manner in which the defendant had managed his estate, and discharged the duties of guardian. I had every opportunity of judging, and never observed any thing but marked confidence and respect from my brother to the defendant.

7th interrogatory. It has been answered in reply to 5th interrogatory.

8th interrogatory. Has also been answered in reply to 5th and 6th interrogatories.

9th interrogatory. Here it may be proper to state why I am examined upon this interrogatory. Some time since, when on a short visit from home, I was in a very abrupt, unexpected manner, called upon by the plaintiff to appear before an officer, then in attendance, and give in my depositions upon these interrogatories and cross interrogatories. I was not very well, and from all the circumstances then unable to undergo such an examination as was agreeable to my feelings; although upon all the direct interrogatories my replies were given correctly, and from the best of my belief in a hurried manner, yet to this general interrogatory I could not then reply. It required quietness and composed thought, which I could not then command. I have since obtained permission to complete my testimony upon this interrogatory, for as one of the step-children of the defendant I am not willing, nor should I be sincere if any than the most complete and decided testimony should pass from me on this case; and here I would wish to give such a full and connected view of the past situation and circumstances of our family as would show honestly and truly the unvarying affection and disinterested kindness of the defendant towards our orphan family during the long course of years when we were solely dependent on his guidance and protection. Our own respected father died in 1815, leaving our mother in a very lonely situation, with a large family of little children. He had provided, I think, for his family, an independent property, such, I suppose, as with his good management and close attention was more than adequate for their support, living as most planters then did in a very retired and plain manner at the time of my father's death. He was preparing to look out a more healthy and advantageous residence for his family. However, after his death, my mother continued on the plantation with her family for about three years, when she married the defendant, and removed to the neighborhood of Natchez, and I have long felt and acknowledged that it secured the wise direction of a kind Providence that our helpless family were so early provided with such a kind and judicious friend and tender and devoted step-parent, for our mother had not one friend or relation then

near her to whom she could apply for assistance in the education of her children or the management of her property. The first care of the defendant was to advance the education of her children as has been shown; the best schools sought out for us; and sparing no personal efforts for our benefit, several times left his own family and pursuits to place us at the best schools in distant parts of the United States. Indeed, there was no attention or expense omitted to give us all the most approved advantages of education. These advantages were extended equally to all of his four step-children. Before any of us were grown we had the misfortune to lose our mother, and none of us can ever forget the redoubled kindness and concern of the defendant towards us; no kind encouragement or indulgence was omitted to make his step-children happy and intelligent; he seemed kindly endeavoring to supply to us the loss of both parents. Our mother, of course, had watched his disposition towards her orphan children, and discovering nothing but uncommon affection and tender interest from him towards them, by her will she left her children and all *and all the* possessed unreservedly to his care and management, and I cannot think this trust has ever proved misplaced, for he ever seemed to delight in providing for and attending to us; was ever bent on our improvement and respectability, and no parent seemed more happy when we returned to live with him, for then he enjoyed the full confidence and affection of every one of his step-children, and we cannot ever forget him therein as our tender and faithful friend and guide. As to our property, I am sure that it was not consumed in his hands; it was made to afford for us all the most liberal and indulgent education and support, and for thus bestowing it I am fully satisfied and gratified. When in due time it had to be divided amongst us, I think it proved sufficient to render us all independent and comfortable. Our mother, by her will, had left to the children of her first husband (as having been acquired by him) the chief of her property; this we also received from the defendant; and added to this, the most of us have received from him valuable portions of land. In his continued marks of liberality, I think the plaintiff has fully shared. Indeed, I believe any one of us *have* received from the defendant merely household gifts, what would perhaps equal in value the moveable property of our parents on the Lake plantation. It will be impossible to give a full idea of the harmony and kindness that so long prevailed amongst us. My only brother, who lived to take possession of his own property, and who possessed correct feelings and sound judgment, I think, justly understood and appreciated the long friendship and kindness of the defendant, and I am sure continued to be a source of pride and comfort to him while he lived. Strangers cannot fully appreciate and understand the obligations of our family to the defendant, but still, where was such manifest concern and anxiety for the intelligence and respectability of his step-children, they may be satisfied that selfishness could not have found place there.

10th interrogatory. I can confidently say that my husband ever

evinced a full satisfaction with the defendant's management of my parents' estates. Friendship and confidence existed between them unto his decease, and as a further proof of it, he, by his will, again committed his family to his fatherly care and attention, also desiring that his little son should be raised and educated, particularly under his influence and direction.

11th interrogatory. I think the Lake plantation was considered sickly; my father and several of our family died there; also a number of negroes in the summers of 1818 and 1819. I cannot recollect their names at this time.

12th interrogatory. I think the force of my father and mother was about a common one; there were many women and children; also, I think, many able men. I should think from the number, the force was about an average one.

13th interrogatory. From a copy of the record of the probate court of Concordia, parish [of] Louisiana, I find that there was allotted and adjudged to my sister, Harriet, from my father's estate, the following negroes, viz: Billy, aged 33; Suckey, 33; David, 9; Moses, 7; Lucy, 5; Ellen, 2; Leah, 1; Milly, 37; Abraham, 13; Parker, 33; Parker, 7; and Lucy, 5; and from my mother's estate these, viz: Aleck, 14; Chany, 12; Celura, 20; Rose, 22. Those negroes are now in possession of the plaintiff, excepting some that are dead, and some that my sister Harriet exchanged with Mr. Ewing for an equal number from my brother's estate, or negroes of equal value.

In answer to cross interrogatories.

1st cross interrogatory. I have understood that my father, the late Benjamin Bynum, sen'r, emigrated from the State of South Carolina, and settled with his family on Lake Concordia, of Louisiana, about the year 1810 and 1811. I know that he brought with him a number of negroes to Louisiana.

2d cross interrogatory. I believe, and have no doubt of the fact stated in this interrogatory.

3d cross interrogatory. I have understood and believe that, during my mother's widowhood, she purchased the following negroes, viz: Sarah, aged 30; Arthur, 3; Amy, 14; Ben, 13; Caleb, 14; Abraham, 13; Judy, 26; Rose Davidson, 13; Mariah, 15; Sam, 14; and yellow Maria. She also acquired, by inheritance and purchase, Spencer, John, and James, from the estate of our uncle Francis Bynum. She also acquired, by inheritance from her brother, William Rives, (before the death of my father,) the following negroes, viz: Lucy, aged 40; Rose, 22; Celina, 20; Jack, 16; Jim, 10; Lucy, 8; and Peter, 14; also from the death of her brother, Henry Rives, in 1822, these, viz: Abb, 35, and George, 17. Of these, Lucy, Peter, James, and John are dead. Peter and James died before the division of her estate.

4th cross interrogatory. My answer is in the affirmative.

5th cross interrogatory. The family removed from the lake to the neighborhood of Natchez, in the autumn of 1828, and lived first at the

"College;" I do not know how long afterwards at "Kempton;" from thence removed to a place of Mary Green, called St. Helena; and from thence to the Briars. This last was the residence of the defendant; the others were rented.

6th cross interrogatory. I have no positive knowledge of the expenses of the family, excepting from Dr. Smith's accounts, and that of the defendant in his administration of the estate of my father and mother.

7th cross interrogatory. There were several negroes belonging to the Bynum estate, with my mother, after the removal to Mississippi. Lucy and Wheeler, I recollect, and think they died at the cottage; the former from sickness contracted on the lake. There were also Mooney and Arthur; and occasionally at Mary Green's, and at the Briars, I think there were B. Sarah, Nan, and Jim, and Ellen, (small children;) for what length of time I do not remember.

8th cross interrogatory. The defendant was not named as one of the executors of my husband's will; his age and many engagements were the reasons. The plaintiff, Mr. E. P. Fourniquet, was named as one in connexion with myself. Our business was closely connected together, and his friendship was relied upon.

9th cross interrogatory. I know of nothing else, or can think of nothing else, that would materially benefit the plaintiff.

MARY B. ESKRIDGE.

Sworn to and subscribed before me, 30th March, 1840.

N. McDOUGAL, *Probate Judge.*

STATE OF MISSISSIPPI, *Claiborne county, ss.*

I, Nicholas McDougal, judge of probate in and for said county, do hereby certify, that the foregoing depositions of Mrs. Mary B. Eskridge, in her own proper handwriting, *was* taken by me, at time and place in the caption mentioned. I further certify, that she subscribed to said depositions in my presence, and swore to them before me.

In testimony whereof I have hereunto signed my name and affixed my private seal, at Long Branch plantation, the 30th day of March, 1840.

[SEAL.]

N. McDOUGAL, *Probate Judge.*

Depositions of Mrs. M. B. Eskridge, taken on the trial of Mrs. M. B. Eskridge vs. John Perkins, filed 2d April, 1842.

W. BYRNES,
Deputy cl'k, court of probates.

STATE OF LOUISIANA,
Parish of Concordia, ninth district court.

I, Thomas Edwards, clerk of said court, do hereby certify the foregoing to be a true and correct copy of the original interrogatories, commission, and answers on file in the clerk's office of said court, in the

suit of Mrs. Mary B. Eskridge vs. John Perkins, and in the suit of E. P. Fourniquet and wife vs. John Perkins.

In testimony whereof I have hereunto set my hand and the seal of [SEAL.] said court, this fifth day of March, A. D. 1851.

THOMAS EDWARDS, *Clerk.*

Objections to record and interrogatories to compl't.

E. P. FOURNIQUET and Wife & al.
vs.
JOHN PERKINS.

Before master in chancery, from United States court, eastern district of Louisiana.

The complainants having offered in evidence the transcript of the case of E. P. Fourniquet and Wife vs. John Perkins, in the district conrt of Concordia, transferred from the probate court, to the reception of which the defendant objected on several grounds, and among others that it was not a full transcript, and that any material evidence given in the case by Mrs. Eskridge, a witness in behalf of defendant, was not found in the record, as appears by the minute of the evidence taken by the clerk; and the commissioners having decided that they were bound by the certificate of the clerk, and would consider the transcript complete, the defendant, by his solicitor, propounds to the complainant, E. P. Fourniquet, here present, the following interrogatories:

1st. Was there not, to your knowledge, a deposition of Mrs. Eskridge, on the part of def't, read in evidence on the trial of that cause, which is not found in that record so offered by you?

2d. Do you know why that deposition has not been copied in the record, and have you not seen it among the papers?

3d. State all your knowledge on the subject.

A. N. OGDEN, *Solicitor for defendant.*

Endorsed: "Objections to record and interrogatories to complainant overruled."

"Filed 19th May, 1851. W. M. RANDOLPH,
"*Master in ch'y.*"

"Filed with master's report, June 16th, 1851," ("1268.")
"J. W. GURLEY, *Cl'k,*
"By W. CORNELIUS, *D. C.*"

And afterwards, to wit, on the 16th day of June, A. D. 1851, the following entry was made on the minutes:

FOURNIQUET & Wife, and EWING & Wife,
vs.
JOHN PERKINS. } 1268.

An application was this day made by E. W. Moise, esq., on behalf of the masters in chancery, to whom this cause had been referred, for

an allowance for their services, and for an order as to the party by whom it should be paid; when, after argument of E. W. Moise, on behalf of the masters, and Jno. R. Grymes and A. N. Ogden, esqs., on behalf of defendant, Perkins, the same was submitted to the court and taken under advisement.

And afterwards, to wit, on the 17th day of June, A. D. 1851, the following entry was made on the minutes:

FOURNIQUET & Wife, and EWING & Wife,
vs.
JOHN PERKINS.

The application for an allowance to the masters, for their services in this cause, having been argued and submitted on yesterday, and the court having duly considered the same, doth now order and adjudge that the sum of twenty-five hundred dollars be allowed to the said masters in chancery, Logan Hunton and William M. Randolph, as compensation for their services herein rendered; and that the same be paid to the said masters by the defendant, John Perkins, within sixty days from the date of this order.

And on the 19th day of June, A. D. 1851, the following order was recorded on the minutes:

FOURNIQUET & Wife, and EWING & Wife,
vs.
JOHN PERKINS.

On motion of A. N. Ogden, solicitor for defendant, it is ordered that Logan Hunton and William M. Randolph, masters in chancery, to whom this cause was referred, show cause, on Saturday next, the 21st inst., at 10 o'clock, a. m., why the order of the court granted on the 17th instant, making an allowance of twenty-five hundred dollars to said masters for their services, and ordering the same to be paid by the defendant within sixty days, should not be rescinded, on the following grounds:

1st. That said allowance, for any services for which defendant could be held liable, is excessive, and ought to be reduced.

2d. That the labor and trouble of the investigation of claims set up by complainant, and rejected by the masters in their report, is the principal basis of their charge, and in justice and equity should be borne by complainant.

3d. That the whole, or if not the whole, the greater proportion of whatever allowance is made to said masters in chancery, ought, in justice and equity, to be paid by the complainant.

4th. That the defendant is absent from the State, and has never received any personal notice of this proceeding.

And on the 21st June, A. D. 1851, the following entry was made in the minutes:

FOURNIQUET and Wife, and Ewing & Wife,
vs.
JOHN PERKINS. } 1268.

The rule herein taken by defendant, on the 19th instant, on Logan Hunton and W. M. Randolph, masters in chancery, to show cause why the order fixing their allowance should not be rescinded, being returnable this day, and the counsel of the plaintiff in rule being absent, the same was submitted by the defendants in rule without argument.

And on the 5th day of July, A. D. 1851, the following entry was made in the minutes:

FOURNIQUET and Wife, and Ewing and Wife,
vs.
JOHN PERKINS.

The court having duly considered the rule herein taken by defendant on the 19th ult., doth now order that the same be dismissed, with costs.

Defendant's exceptions to masters' report, filed 11th July, 1851.

E. P. FOURNIQUET and Wife, M. W. Ewing and Wife,
vs.
JOHN PERKINS.

United States circuit court, eastern district of Louisiana.

The defendant, John Perkins, saving and reserving to himself the benefit of the original defence by him set up in his answer to complainants' bill, and in his amended answer, and denying the existence of any community of acquests and gains between himself and the mother of the complainants, now makes the following exceptions to the report filed in this honorable court by L. Hunton and W. M. Randolph, esqrs., the masters in chancery, to whom this cause was referred, and whose report, under the mandate of the court, was filed on the 16th of June last.

1st exception. The lands reported to have been acquired during the marriage, as the Warner, Carroll, and Turo tracts, purchased from Gamaliel Pease, were during the marriage unlocated; it was not until the year 1830, when the Government of the United States approved the present location of these titles, and no Government survey was made of them until after the dissolution of the marriage. No survey whatever was made of the Ezekiel Lowe tract, reputed as community, until long after the dissolution of the marriage. These titles, as now confirmed, had no existence at the dissolution of the marriage, and the Spanish grants, as purchased by defendant, could alone be considered as an acquisition at that time of the community; and for their value at that time, in money, would the defendant be liable to account to the community. The masters have submitted to the court whether the

other tracts, supposed to have been derived under the purchases from House, Bradley, and Patterson's estate, were or were not community under the state of facts reported by them. That state of facts shows the defendant had no title whatever to these lands during the marriage, but that they were bought and paid for by him after the death of his wife. The survey and division of these lands was not warranted by the facts, nor required by the decree of the court, and is therefore excepted to; and the evidence on file is referred to for the purpose of showing that no title to these lands ever existed in the community.

2d. The division of the lands, as reported, is made in a manner to operate most injuriously to the defendant, the portion of the complainants being taken from the centre of the tract, which is thus cut up for their benefit, and the defendant compelled to take buildings which, from their situation, are rendered almost useless to him. The said lands, from their nature and situation, and considering the proportionate interests of the respective parties therein, and the buildings and improvements on them, cannot be divided in kind without great loss and damage to defendant; and to make an equitable division a sale thereof is necessary, according to the laws of the State of Louisiana in such cases made and provided, and which this defendant prefers as the most just and equitable mode of division.

4th. There are other parties, as shown by the record, to wit, John Perkins, William Perkins, and Mary B. Eskridge, who are co-heirs with the complainant within the jurisdiction of the court, but who have not been made parties to the suit. They have an undivided interest and portion in said lands if the complainants have any, and this defendant, by the division which has been made, will not acquire any certain and definite title to the particular portion of said land thus allotted to him, the same being subject to subdivision in favor of the co-heirs of the said plaintiffs herein before mentioned, who are not parties to this suit, and will not be bound by any decree that may be made therein; and any partition that may hereafter be made of the balance of said lands between the defendant and the other co-heirs of said plaintiffs, must be made to the manifest disadvantage of the said defendant, or the said co-heirs, in consequence of the partition now made by the report of the masters, if the same be affirmed and made the basis of a final decree in this cause; and said partition is therefore excepted on that ground.

4th. The defendant has not received allowance for all the community debts paid by him after the dissolution of the marriage, as shown by the vouchers and evidence on file. The following items have been improperly rejected and disallowed in toto, viz., Jno. McNeill, $261 57; John McNeill, $1,473 43; estate of J. E. Hart, $734 94; W. Miller, $1,763 40; Morton & Gardner, $56 58; Montgomery, $11; Thomas Cist, $800; Thomas Kelly, $131 25; E. Broughton, $25; and no interest whatever has been allowed to defendant on the amount credited to him for community debts by him paid since the dissolution of the marriage, although interest has been allowed to complainants on the

sums credited to them; wherefore defendant excepts to the refusal to allow interest to him.

5. The defendant has been improperly refused an allowance of $910 50, shown to have been a debt due by his wife before the marriage, and paid during the community out of the Somerset estate to Sugars Turner; and has also been improperly refused allowance for expenses incurred in perfecting titles to the lands divided as community, and which were incurred by defendant and paid after the dissolution, and which, according to the evidence, amount to one thousand dollars.

6. The amount of $2,000, charged for leveeing during the community on defendant's separate lands, is excessive, and not supported by the evidence. The leveeing on the community lands, after the dissolution of the marriage, was very extensive, and only $2,700 allowed for it, while the quantity of labor and work done was three or four times greater than that performed on the separate land of defendant.

7. The masters improperly refused to allow in the account, as a credit in favor of defendant, the three-fourths of the sum of $7,388 61½, which was the amount of the judgment rendered in favor of defendants in the probate court of Concordia, on the 29th May, 1827, as appears by the account and judgment at page 24 of the printed record; which judgment has never been paid or satisfied, and, by the laws of Louisiana, bears interest at five per cent. from date of judgment homologating the account.

8. Defendant has been improperly refused allowance for the value of one-half of the Long Branch plantation received by the complainants, Fourniquet and wife, and which they sold for a large price, as established by the testimony; also for the value of the tract of land adjoining it, deeded by defendant to said Fourniquet and wife; also for the value of the negroes, and their hire, which belonged to John and William Perkins, and were given up by defendant to the complainants; and the allowance made by the masters for the land on Lake Concordia, received by complainants from defendant, is too small. Defendant is entitled to have said land returned to him, or the present value, which the complainants allege to be $40 per acre, paid to him, and also to recover rent for the same.

9. Defendant excepts to the refusal of the masters to allow the value of the negroes George and Abb, paid for by defendant, as shown by the testimony.

10. The amount with which defendant is charged for his separate debts paid during the marriage is incorrect, and the item of $5,050, for a debt alleged to be due to the Bank of Mississippi, is not a just charge, and such debt did not exist.

11. The masters have improperly refused to allow defendant, as a credit, the whole of the sum of $10,422 58, the proceeds of the sale of defendant's crop of 1818, received during the marriage.

12. The allowance of $8,250 for improvements on defendant's separate property is excessive; the charge for value of clearing on his

own land is contrary to law and equity, and ought not to be allowed; and the large amount of $11,068 91, for interest, is altogether unjust and illegal.

13. The defendant is improperly charged with $9,183 58, as the value of the crop hanging by the roots in 1824; the overseer's wages, and the expenses of plantation—the ginning, and the bagging and rope—ought to have been deducted, and also the amount paid to the Bynum heirs for the hire of their negroes in 1824.

14. The defendant excepts to the allowance for rent of community lands, on the ground that he was not liable, in law or equity, under the circumstances, to pay rents, and, if he was liable, the allowance is extravagant; and while defendant is charged with rent, he is not allowed for taxes paid annually.

15. The allowance for supposed value of sheep, cattle, and farming utensils, as belonging to community, is improper; there were none on the place, except what belonged to defendant.

The defendant excepts also to the account presented by the masters, on the ground that no interest has been allowed him on his payments and disbursements, while interest has been allowed to the complainants; and on a fair settlement of the accounts defendant insists there will be a large balance found in his favor, and should the complainants have a final decree for any land defendant claims, that for such balance as may be found in his favor he should have a lien on such land, and not be compelled to deliver possession until it is paid.

A. N. OGDEN,
JNO. R. GRYMES,
Solicitors for def't.

Exceptions of complainants to masters' report, filed 15th July, 1851.

E. P. FOURNIQUET and Ux., and M. W. Ewing and Ux.,
vs.
JOHN PERKINS.
} No. 1268.

United States circuit court, fifth circuit, and district of Louisiana, in chancery sitting; pending on reference to masters to take and state an account, and make partition of lands.

Exceptions taken by E. P. Fourniquet and Ux., and M. W. Ewing and Ux., complainants, to the report of L. Hunton and William M. Randolph, esqrs., masters in chancery, to whom this cause stands referred, in pursuance of the decree of his honor the chancellor, of date the second day of July, A. D. 1847.

Exception 1st. For that the said masters have, in and by their said report, certified, that what are known as lots 41, 47, and 35, or the McCormick lands, are the individual property of defendant, and not subject to division under the decree of this court. Complainants for exception say, that the said allotment to defendant, of lots 41, 47,

and 35, as individual property, is contrary to the law and the evidence in this cause.

Exception 2d. The complainants except to so much of the said masters' reports as certifies and allots to defendant, as individual property, lot No. 46, or what is called (by defendant) the second back concession to defendant's Bullock tract, for the reasons following:

1st. Because said allotment is contrary to law and evidence.

2d. Because the evidence does not show that defendant obtained lot No. 46 from the United States by any preference or individual right to same, as a second back concession to his Bullock tract.

3d. Because the purchase and payment was made during the existence of the community.

Exception 3d. The complainants except to so much of said masters' report as implies a doubt as to complainants' right of community in lots 10, 9, 8, 7, 6, for the following reasons:

1st. Because, under the mandate of this court, the masters are ordered to report and divide all lands acquired by either a legal or a possessory title, and the possession of which, remaining with the defendant at the dissolution of the community, still continue in his possession.

2d. Because defendant, by his purchase from Patterson's curator in 1820, obtained and took possession of the Patterson buildings and improvement, and about fifty acres of cleared land, placed his negroes thereon, and from the date of his purchase continued to occupy the same as his stock farm, and in 1823 and 1824 made considerable improvements on said land by fencing and partially clearing the front of all the said lots 10, 9, 8, 7, 6, and including 5, the Ezekiel Low tract.

3rd. Because defendant, by his purchase, obtained the crop growing on the Patterson place, and used and appropriated the same.

4th. Because, by his said purchase, he obtained the right to enter, and did enter, in the name of John Budd, lot No. 9; the said John Budd having sold his right of pre-emption in said lands to Chas. Patterson.

5th. Because, in consequence of the possession obtained by defendant by reason of his purchase from Patterson's curator, he was enabled, without opposition, to enter, as a pre-emption, in his own name, lot No. 10, and to enter lot No. 8.

6th. Because, as shown by evidence, defendant claimed lot No. 7 as his own property under his purchase from Patterson's curator, and in fact had a tenant in possession of said land in 1830, as shown by the oath of def't, and of his witness, Joseph Smith. His purchase from Abner Steel was but the purchase of an outstanding title, &c.

7th. Because defendant, under his purchase from Patterson's curator, took possession of lot No. 6, the possession remained with defendant at the dissolution of the community, and still remains in his possession; his purchase therefore [of] Ezra Steele was but the purchase of an outstanding title, &c.

8th. Because defendant has shown no evidence of transfer from the Steeles to him by deed of lots 6 and 7; the possession of the patents or

certificates in their name (without a legal transfer by deed) shows that the land was entered with defendant's money and for his benefit.

Exception 4th. For that the said masters have, in and by their said report, certified, under the 3d head of reference, that def't is entitled to a credit of $8,449 76, as debts due by the community of Perkins and Wife, and paid after its dissolution. Complainants specially except to the payments made, as per the following vouchers, amounting to the sum of $887 04: No. 1, 2, 7, 13, 14, 15, 16, 17, 20, 22, 24, 26, 28, 31, 32, 34, 35, 36, 37, 38, 39, 41, 53, for reasons that this outlay is for store accounts and general expenses of the family in 1824.

2d. Because the outlay was made in the State of Mississippi, where the defendant, as head of the family, was bound to support it.

3d. Because defendant, in his account of 1827, has already charged and received for the expenses of the family, and in 1824, $6,500.

Exception 5th. For that the said masters, in and by their said report, have certified, under the said 3d head of references, that defendant is entitled for the following sums, as per his vouchers: No. 23, $104 09; 25, $75 75; 52, $37 36: This is error, for reason that the expenditure was for defendant's interest, and property out of the State of Louisiana.

2d. Because, by the decree of this court, the complainants are excluded from all participation and interest in said property.

3d. Because under the law of the State of Mississippi defendant claims, and has retained, said property.

Exception 6th. For that the masters have, in and by their said report, under the said 3d head of reference, allowed defendant, as community debts, the following sums of money: Voucher No. 6, $27; do. 27, $16 37. This is error, for reason that they are expenditures for the schooling and school expenses of Benjamin S. Bynum.

2d. For reason that defendant, by his account of 1827, has charged and received from *defendants*, for the year 1824, $5,000, for the support of the family, schooling of children, &c.

Exception 7th. For that the masters have, in and by their said report, under the said 3d head of reference, allowed the defendant, as a debt of the community, as per voucher No. 44, $5,200. This is money borrowed by defendant from A. & S. Fisk & Co. in 1822, $4,000, and paid with interest in 1825, $5,200. This charge to community is error, for reason—

1st. That evidence shows it was a loan, not for the community, but for the Bynum heirs.

2d. For reason that defendant's demand against said heirs has been settled and adjudicated upon in the Concordia suit, and all matters embraced in said suit become res judicata.

3d. Because defendant, in his account of 1827, charged the Bynum heirs for their expenses in 1822, $6,500; 1823, $5,500; 1824, $6,500; and 1825, $5,500; thus receiving from the Bynum heirs the sum of money said to have been borrowed for their use.

4th. This [is] not a debt of community, for reason that defendant's

cotton crop, from 1819 to 1822, inclusive, produced 1,003 bales of cotton, which, if sold at the average allowed the Bynum heirs, produced the sum of $64,200, or about that sum.

Exception 8th. For that the said masters, by their said report, under the said 3d head of reference, have certified that defendant is entitled to a credit of $930 23, as per voucher No. 45. This is not a debt of community, but was a payment made for the purchase of an outstanding title. This is error, for reason that, according to mandate, the charge should have appeared under the fourth head of reference. In further reason, that as half of the land acquired has been retained by defendant, he should be charged with one-half the outlay and the interest thereon.

Exception 9th. For that the masters, under the 3d head of reference, have allowed to the defendant, as a debt of the community, $950, as per voucher No. 46. This [is] error, for reason—

1st. There is no sufficient evidence to show this payment was ever made, or if made, that it was made at the date stated.

2d. Because, if a payment for an outstanding title, it should have appeared under the 4th head of reference.

3d. Defendant has retained one-half the land, and is responsible for half the outlay, and the interest thereon.

Fifth head of reference.

Exception 10th. For that the masters have certified, by their said report, that defendant is entitled to a credit or remuneration for the property of his sons, John and William Perkins, reputed to have been relinquished to the other heirs of their mother, Mrs. Mary Perkins, $1,299 99. This is error, for the following reasons:

1st. Because defendant could not, in law, make a valid relinquishment of his sons' rights.

2d. Because defendant has not been made responsible (nor could he be in law) under his pretended bond.

3d. Because this credit, as allowed by masters, is not embraced in the subject-matter of this suit, i. e. community.

4th. Because, if allowed, John and William Perkins must account for what they have received, or for what defendant has retained, out of the estate of their said mother, sums following:

Six negroes, valued at - - - - - - - -	$1,800
Household stuff and farming implements - - - - -	713
10 head of corned cattle - - - - - - - -	60
6 mules and 3 horses - - - - - - - -	480
	$3,053

5. Because John & Wm. Perkins have received from their mother's estate a sum greater than the alleged relinquishment, and more *that* that allotted to the other heirs.

6. Because the inventory and appraisement of Mrs. Perkins's estate, caused to be made by defendant in 1827, and under which the alleged

relinquishment is said to have been made, are false and fraudulent, as shown by the evidence in this cause.

7. Because, under the mandate of the court, the masters are required to allow defendant in account all sums of money derived from community, or his own resources, which he may prove he has paid or expended since, &c. And the sum so charged and allowed by the masters is neither derived from community or his own resources.

2d. Because this item is not predicated on the pleadings, and decree under the pleadings, and proof.

Seventh head of reference.

Exception 11th. For that the masters, by their said report, have certified that defendant is entitled to a credit of $5,898 02, for moneys received by him from Poultney, of New Orleans, about the date of the marriage. This is error, for the following reasons:

1st. For there is no evidence before the masters showing that this sum was ever transmitted to or received by defendant.

2d. The only evidence is Poultney's acknowledgment of indebtedness, not proof of payment; and it is notorious that Poultney about that time became hopelessly insolvent.

3d. No evidence to show the money was received after the marriage.

Exception 12th. For that masters, by their said report, certify that defendant is entitled to a credit of $6,000 for moneys received from Edward Broughton. This is error, for reason—

1st. This money, if paid, was not paid by Broughton to defendant, except the sum of $1,200.

2d. For reason, also, that defendant acknowledges that this sum of $1,200 was not paid him in cash, but went to his credit on the books of his merchants, Rutherford, Fisk & McNeill.

3d. For reason that evidence shows defendant was indebted to Rutherford, F. & McNeill.

Exception 13th. For that the masters, by their said report, allow defendant credit, as moneys brought into the community by him, the half of $5,991 39, supposed to be the proceeds of his crop of 1818. This is error, for reason—

1st. Defendant's evidence to establish this credit is simply an account current, showing that such a balance was due to defendant by McNeill, Fisk & Rutherford, of New Orleans, on the 3d October, 1819; the same account current containing these words: "October 30, by balance of acc., as per above, exclusive of amounts paid in Natchez, $5,990 39.

2. Because defendant has offered no evidence to show his receipt of said money, or how much thereof remained to him, exclusive of the amounts due by him at Natchez.

3. Because evidence shows that the sum due was transferred from the house in New Orleans to its branch in Natchez.

Eighth head of reference.

Exception 14th. For that the masters, by their said report, certify that they have charged defendant with the value of the buildings erected on his separate landed estate during the existence of the community, $5,000. This is error, for the following reasons:

1st. Under the 8th head of mandate, masters are directed to charge defendant for the actual cost and value of the buildings, &c. Masters' estimate of them as they now find them, after twenty-six years of wear and tear, is neither good law nor good equity.

2d. Because evidence of persons residing on the defendant's place at or about the date the buildings were erected, estimate their cost and value at $11,550.

3d. Because defendant, when sued by Loring for the McCormack tract of land, set forth and showed that the valuable improvements placed by him on said tract of land were worth $15,000.

Exception 15th. For that the masters have certified that they have charged defendant for cost and value of clearing, fencing, and ditching 50 acres of land on his individual estate at $25 per acre, $1,250. This is error; for evidence shows that the cost of clearing alone, from 1818 to 1824, was worth $50 per acre, or $2,500.

Exception 16th. For that the masters, in this report, have charged defendant in gross the sum of $2,000 for levees erected on his separate estate during the community. This is error, for reason—

1st. The masters, by reference to the testimony of Jesse Stansbrough, Turner, and Forshey, the surveyor, could have ascertained the number of rods of levee erected on lots 42, 48, and 46, and by reference to the testimony of Forshey, Routh, Gordon et al., could have ascertained how much it was worth per rod.

2d. Because it is shown in evidence that in 1818 defendant's levee extended ¾ of a mile on the river, and three-quarters of a mile in the rear, following the course of the bayou, and that in 1823 his levee extended entirely through his separate lands, i. e., lots 42, 48, and 46.

3d. Because this item is not based on the pleadings, proof, and decree.

Ninth head of reference.

Exception 17th. For that the masters, in their said report, certify that defendant is entitled to a credit of $12,500 for buildings erected on community lands since 1824. This is error, for the following reasons:

1st. Because since the institution in Concordia, Louisiana, of suit [of] E. P. Fourniquet and Ux., and defendant's suit in the name of M. B. Eskridge (Nov., 1839) for the settlement of the rights of the heirs of Mrs Perkins in the community lands at Somerset, the defendant has gone on and erected on the Turo tract (one of the tracts of land embraced in the petition of M. B. Eskridge) buildings to the value of $5,200.

2d. It is error to allow defendant for said improvements, not having been put up in good faith.

3d. The allowance of the masters is error, also, because they have allowed for the value of all the buildings erected without ruling defendant to show that they were erected before December, 1838.

4th. For reason, also, that masters are directed by the mandate to ascertain and state for the information of the chancellor the value of the improvements made, and not to credit defendant therewith, as masters have erroneously done and certified.

5th. Because this item is not based on the pleadings, proof, and decree.

Exception 18th. For that masters, in and by their report, certify that defendant is entitled to a credit of $12,850 for clearing 514 acres of land on the Carroll, Warner, and Turo tracts since August, 1824. This is error, for reason—

1st. Because there were 290 acres of land cleared on these tracts, and not 150, as masters estimate, in 1824.

2d. Because mandate order masters to state and not give credit for the cost of this clearing.

Exception 19th. For that masters, by their report, credit defendant the gross sum of $2,700 for levee made on the community lands since 1824. This is error, for evidence shows that all the levee on the Warner and Carroll tract had been erected previous to 1824, and the only levee erected subsequently is so much as may be found on the Joseph Turo tract, (or lot No. 30.) This levee extends from the point where the Carroll and Turo tracts come together at the bayou, and extends thence to what is marked down on the map as the basin. The evidence on file with masters will ascertain the distance of said levee, and how much it is worth per rod to erect [the] same. It is, therefore, error to make a gross charge therefor, &c.

Tenth head of reference.

Exception 20th. For that the masters, by their said report, certify that they have charged defendant for one half the nett value of the crop of 1824 $9,183 58. This is error, for reason—

1st. That mandate orders masters to charge defendant with nett value of said crop, and not one-half the nett value.

2d. If from said crop one-half is deducted for preparing crop, shipping, &c., after August, then from defendant's half must be deducted the freight, merchant's expenses, &c.

3d. It is error, also, because evidence shows that the expenses of such a plantation as defendant's was from $3,000 to $4,000 per annum.

4th. It is error to allow defendant one half of said crop for gathering, &c., after August, because complainants are half owners of the land, gins, &c., &c., producing said crop and preparing it for market, and masters have in no form allowed complainants for the use of their said lands, gins, &c., from August till [the] close of the year, nor for the use of personal property remaining on defendant's plantation in

August, 1824, which, by masters' account, amounted to the sum of $5,500.

Eleventh head of reference.

Exception 21st. For that the said masters have, in and by their said report, credited defendant with $1,209$\frac{56}{100}$, the interest on $930 23 paid by defendant as per his voucher No. 45. This is error, for reason—

1st. That defendant retains one-half the land, and should be made responsible for one-half its costs and the interest thereon.

2d. Complainants except to this allowance because, under the mandate of the court, the masters are directed to allow the defendant five per cent. interest on all moneys which he may have paid out from his own resources since the dissolution of the community in buying outstanding claims and titles on community lands, &c.; whereas masters' report shows that defendant was indebted to the community at the date of its dissolution $8,667$\frac{54}{100}$; purchase money, therefore, was not derived from his own resources, but from community, and no interest should be allowed.

Twelfth head of reference.

Exception 22d. For that the said masters in their said report have charged defendant with the rent of lands cleared on the Warner, Carrol, and Turo tracts, since August, 1824, and up to and including the year 1850, the half of $31,477$\frac{83}{100}$. The masters are in error in their said statement of cleared land, for evidence shows that in 1824 there were 290 acres, or about that quantity, cleared on said tracts of land, and not 150 as stated by masters.

2d. If in 1824, as masters report, there were 150 acres, and in 1838, 270 acres cleared, the increase between those years (13 years) was 120 acres, being 9$\frac{1}{4}$ acres per annum, instead of 8$\frac{1}{2}$ acres cleared as masters have stated. Consequently, this charge of $8,620$\frac{50}{100}$ for rent, at $3 per annum, is erroneous.

3d. The masters are in error in charging 34$\frac{1}{2}$ acres cleared annually from 1838 to 1850 inclusive. They state that the lands in this and preceding item were 664 acres cleared lands. If 270 acres *was* cleared before 1838 as they state, then 394 *was* cleared. After 1838, and up to, and including 1850, being 30$\frac{1}{4}$ acres cleared per annum; therefore, $15,357 rents is erroneous.

4th. The masters are also in error, taking the basis of their own calculation, of 34$\frac{1}{2}$ acres cleared per annum, from 1838 to 1850 inclusive.

13 years, at $3, produce - - - -	$9,418 50
And the 270 acres supposed to be cleared in 1838, from 1838 up to and including 1850, produce -	10,530 00
	$19,948 50
And not as stated by masters - - -	15,357 00
Error against complainants - - - -	$4,591 50

5th. Masters are also in error in their calculation as to 370 acres of land partially cleared at $150 per annum; 26 years, at $3, produce $15,007$\frac{200}{1000}$, and not $7,500$\frac{333}{1000}$. The masters, then, in their general summary should have charged defendant with half of $43,576$\frac{200}{1000}$, and not as certified, $31,477$\frac{833}{1000}$.

6th. If there were 290 acres cleared on the community land in 1824, then the defendant is indebted for one-half of rent, $11,310.

7th. The masters are in error also in not allowing complainants for rent on 40 acres of land, cleared on the Patterson place at the time of its purchase, and used afterwards as defendant's stock farm; rent from 1824 to 1850, 26 years, produces $3,120.

Exception 23d. The complainants further except to report of masters, for that the said masters have not certified and debited the defendant (as by evidence they should have done) with $8,340 for the purchase of sundry slaves and live stock, purchased from Edward Broughton, A. D. 1818, and paid for in 1819.

Exception 24th. Complainants further except to report of masters, for that the said masters, under the 6th head of reference, ought to have charged and certified that defendant was indebted for the interest due on his several notes to F. A. Bynum from their maturity, until their payment by him, amounting to 195\frac{200}{1000}$, which masters have wholly failed to do.

Exception 25th. The complainants further except to the report of the said masters, for that the said masters have wholly neglected to allow as a credit to the estate of Mrs. Perkins the following sums of money brought into the community by her, or collected by defendant after the dissolution thereof, as masters are instructed to do under the 7th head of reference.

Sums following, to wit:

1st. Amount of note, David and Thomas Alexander, due Mrs. Bynum, collected by defendant, and placed to his credit on the books of his merchants on the 3d January, 1831 - - $1,115 69

2d. Amount received from Holliday and others, for the burning of the gin house, on Lake Concordia - - 1,000 00

3d. Amount of rent for the Lake plantation, years 1820 to 1823 inclusive, *a* 1,200 per annum, $4,800; credited by defendant in his account of 1827, $2,620 - - 2,180 00

4th. Amount received by defendant from estate of Henry Rives, jr., as per the settlement of said estate sanctioned and agreed to by defendant - - - - 216 60

5th. Amount received by defendant from David Alexander, being the sum coming to Mrs. Perkins for the excess allowed said Alexander in the property of the said estate of Henry Rives, jr. - - - - - 216 66

6th. Amount received by defendant from Major Minor for 500 bushels of corn sold by defendant from off the Lake plantation - - - - - - 250 00

Wherefore the said complainants except specially and generally to the report of the said masters, and humbly appeal therefrom to the judgment of this honorable court.

E. P. FOURNIQUET.
J. & J. HENDERSON,
Attorneys for complainants.

And afterwards, to wit, on the 30th January, A. D. 1852, the following entry was made on the minutes:

E. P. FOURNIQUET and WIFE
vs.
JOHN PERKINS. } 1268.

This cause having been assigned for this day for trial of exceptions to the masters' report, was, on motion of John Henderson, jr., and with consent of parties, continued until 11th February, 1852.

And on the 11th February, A. D. 1852, the following "continuance" was entered of record on the minutes:

FOURNIQUET and WIFE
vs.
JOHN PERKINS. } 1268.

The exceptions herein taken by the respective parties, plaintiffs and defendant, to the masters' report, having been assigned for this day, was, on motion of J. Henderson, jr., in absence of defendant's solicitors, continued until Monday, the 23d instant.

Notice of trial.

United States circuit court, for the fifth judicial circuit and eastern district of Louisiana.

FOURNIQUET and WIFE
vs.
JOHN PERKINS. } No. 1268.

You are hereby notified the exceptions to the masters' report in this case is set down [to] be tried on Monday, the 23d day of February, A. D. 1852, at 10 o'clock, a. m. By order of the court.

Witness my hand and the seal of the court, this 11th day of February, A. D. 1852, and of the independence of the United States the 76th.

[SEAL.]

J. W. GURLEY, *Clerk.*

To GRYMES and OGDEN.

Marshal's return.

Received, February 11, 1852, and on the 12th February, 1852, served copy of same on A. N. Ogden, personally, at his office, in New Orleans. Return same day.

W. S. SCOTT, *U. S. marshal,*
By W. T. MILLER, *Deputy.*

And on the 23d February, A. D. 1852, the following entry was made in the minutes:

E. P. Fourniquet
vs. } 1268.
John Perkins.

The exceptions herein taken by the parties, plaintiff and defendant, to the masters' report, having been assigned for trial for this day, were called for trial; when, by consent of parties, it was ordered that the same be continued until Wednesday next, at 10 o'clock, a. m.

And on the 25th day of February, 1852, the following entry was made in the minutes:

E. P. Fourniquet and Wife
vs. } 1268.
John Perkins.

The exceptions herein taken by the plaintiffs and defendant respectively, to the masters' report, having been assigned for this day, were called for hearing, when the exceptions taken by the complainants were taken up and argued by E. P. Fourniquet, esq., until three o'clock, p. m.; whereupon it was ordered that the cause be continued until to-morrow, at 10 o'clock, a. m.

And afterwards, to wit, on the 26th day of February, 1852, the following entry was made in the minutes:

E. P. Fourniquet and Wife
vs. } 1268.
John Perkins.

This cause was resumed; E. P. Fourniquet, esq., concluded his argument, and was followed by Jno. Henderson, esq., on the same side, who having closed his argument at 3 o'clock, p. m., it was ordered that the cause be continued until to-morrow.

And on the 27th day of February, A. D. 1852, the following entry was made in the minutes:

E. P. Fourniquet and Wife
vs. } 1268.
John Perkins.

The trial of the exceptions herein taken to the masters' report by the complainants was resumed, and argued by A. N. Ogden, esq., on the part of defendant, John Perkins, and was proceeded with until 3 o'clock, p. m., when it was ordered that the cause be continued until Tuesday next, at 10 o'clock, a. m.

And on Tuesday, the 2d day of March, A. D. 1852, the following entry was made in the minutes:

E. P. FOURNIQUET and als.
vs.
JOHN PERKINS. } 1268.

The argument of the exceptions herein filed by complainants to the masters' report was this day resumed by A. N. Ogden, esq., solicitor for defendant, and proceeded with until one o'clock, p. m.; whereupon it was ordered that the cause be continued until to-morrow.

And on the 3d day of March, A. D. 1852, the following entry was made in the minutes:

E. P. FOURNIQUET and als.
vs.
JOHN PERKINS. } 1268.

On motion of John R. Grymes, of counsel for defendant, and per cause shown, it is ordered that this cause be continued until to-morrow.

And on the 4th day of March, 1852, the following entry was made in the minutes:

E. P. FOURNIQUET and Wife
vs.
JOHN PERKINS. } 1268.

The argument on the exceptions herein filed by complainants to the masters' report, was resumed and argued by John Henderson, esq., on part of complainants, and proceeded with until three o'clock, p. m., when the cause was ordered to be continued until to-morrow, at 10 o'clock, a. m.

And on the 5th day of March, 1852, the following entry was made in the minutes:

E. P. FOURNIQUET and Wife
vs.
JOHN PERKINS. }

The argument on exceptions of complainants to the masters' report having been closed on yesterday, those filed by the defendant, John Perkins, were taken up, and argued by A. N. Ogden, esq., on behalf of said defendant, until 2 o'clock, p. m.; whereupon it was ordered that the cause be continued until to-morrow.

And on the 6th day of March, 1852, the cause was submitted to the court, and an entry thereof made in the minutes, as follows:

E. P. FOURNIQUET and Wife
vs.
JOHN PERKINS. } 1268.

The argument of the exceptions herein filed by the defendant to the masters' report, was resumed and argued by John Henderson, esq., on part of complainants, and by J. R. Grymes, esq., on behalf of defendant, Perkins, and proceeded with until three o'clock, p. m.;

whereupon, Mr. Grymes having closed his argument, the cause was submitted to the court, and taken under advisement.

And afterwards, to wit, on the 31st day of May, A. D. 1852, a final judgment and decree was rendered by the court and entered of record in the minutes; and on the 4th day of June, A. D. 1852, the said final judgment and decree was recorded in the judgment docket and signed as follows:

CIRCUIT COURT OF THE UNITED STATES,
Fifth circuit and eastern district of Louisiana.

April term, A. D. 1852. New Orleans, Monday, 31st May, A. D. 1852.

Court met pursuant to adjournment; present, Hon. Theo. H. McCaleb, district judge; absent, J. McKinley, presiding judge.

E. P. FOURNIQUET and Wife, and Martin W. Ewing and Wife, vs. JOHN PERKINS. } 1268.

This cause came on to be heard at the last term of the court upon the exceptions filed by the parties respectively to the masters' report, and the said cause having then been fully argued upon its merits, and submitted to the court, and the court having considered the same, this day delivered its opinion in writing, and for the reasons therein stated doth now order, adjudge, and decree, that complainants' bill be dismissed with costs.

Judgment rendered 31st May, 1852. Signed 4th June, 1852.

THEO. H. McCALEB, [SEAL.]
U. S. Judge.

And afterwards, to wit, on the 4th day of June, A. D. 1852, an order of appeal was granted by the court and entered of record in the minutes, as follows:

E. P. FOURNIQUET and Wife, and Martin W. Ewing and Wife, vs. JOHN PERKINS. } 1268.

This day appeared in open court E. P. Fourniquet, one of the complainants herein, and on behalf of himself and complainants, prayed an appeal from the final decree in this case to the next term of the Supreme Court of the United States, and which appeal was allowed by the court on the complainants giving bond in the penal sum of five hundred dollars, conditioned according to law, with good and solvent security.

United States of America, circuit court of the United States, fifth circuit and eastern district of Louisiana, clerk's office.

I, John W. Gurley, clerk of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, do hereby certify, that the foregoing 386 manuscript pages, together with the annexed printed volume of 420 pages, contain and form a full, true, correct, and complete copy of the record and proceedings had, together with all the evidence adduced on the trial of the case of E. P. Fourniquet and Wife, and Martin W. Ewing and Wife, vs. John Perkins, No. 1268 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 13th day of December, A. D. 1852.

J. W. GURLEY, *Clerk.*

I, Theodore H. McCaleb, United States judge for the eastern district of Louisiana, do hereby certify, that John W. Gurley, whose name is signed to the above certificate as clerk of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court, that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand and seal, at the city of New Orleans, in said district, this 13th day of December, A. D. 1852.

[SEAL.]

THEO. H. McCALEB. [SEAL.]